CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

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

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.

C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

    a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

    b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 18, 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. 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. 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	
1.	Purchase from Hughes Fire Equipment Inc. of new Quint aerial apparatus for the Spokane Fire Department—$1,255,539.17. David Stockdill	Approve	OPR 2019-0985
2.	2019-2021 Biennial Stormwater Capacity Grant Agreement No. WQSWCAP-1921-Spokan-00086 with the Washington State Department of Ecology to assist with funding activities associated with meeting the requirements of the City's Phase II Municipal Stormwater Permit—$95,000 Revenue. Mark Papich	Approve	OPR 2019-0986
3.	Grant Agreement with Washington State Department of Ecology Stormwater Financial Assistance Program for the Cochran Basin Conveyance project—$5,000,000 Revenue. Mark Papich	Approve	OPR 2019-0987
4.	Drinking Water State Revolving Fund Agreement for a low interest loan for the design and construction of a new water storage reservoir in the SIA Pressure Zone—$3,030,000. Mark Papich	Approve	OPR 2019-0988

5.	Public Works Trust Fund Agreement for low interest loan for the design and construction of a new water storage reservoir in the SIA Pressure Zone—$8,000,000. Mark Papich	Approve	OPR 2019-0989
6.	Contract with Parametrix, Inc. (Spokane, WA) for assessment of five wastewater lift stations—not to exceed $119,850 (incl. tax). Dan Kegley	Approve	OPR 2019-0990 BID 5159-19
7.	Inter-Agency Agreement between the City and Spokane Regional Health District to implement the Walk Bike Bus program for 2020—not to exceed $103,962, with match from SRHD of $16,225 for a total program value of $120,187. Brandon Blankenagel	Approve	OPR 2019-0991 ENG 2016081
8.	Operational Agreement between the members of the Spokane Regional Safe Streets Task Force, Spokane County Sheriff's Office, Spokane Valley Police Department, and Spokane Police Department to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging gangs and mid to upper level drug trafficking organizations operating in the Spokane County area. Eric Olsen	Approve	OPR 2019-0992
9.	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 & Authorize Payments	CPR 2019-0002
10.	City Council Meeting Minutes: _____, 2019.	Approve All	CPR 2019-0013

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35843 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

Public Safety and Judicial Grant Fund– Justice Asst Grant 2019
FROM: Department of Justice, $76,688;
TO: Minor Equipment, same amount.

(This action allows for ordering and purchasing police equipment as awarded.)
Jennifer Hammond

EMERGENCY ORDINANCES

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C35837 **Concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020, and 13.12.050; and adopting a new Chapter 13.13 of the Spokane Municipal Code, and declaring an emergency.**
Council Member Burke

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0100
OPR 2019-0993 **Declaring Control Solutions Northwest, Inc. (Spokane, WA) a sole source provider and authorizing the City to enter into a contract to supply, install and upgrade the HVAC control system (front end) at Fire Dispatch, Fire Training and Fire Maintenance for $63,175.00 plus sales tax, without public bidding.**
David Stockdill

RES 2019-0101 **Recognizing the Shadle area neighborhood plan as a declaration of the Audubon-Downriver Neighborhood's and Northwest Neighborhood's desired future condition, providing direction for neighborhood-based improvement activities, as well as neighborhood priorities involving future projects.**
Maren Murphy

RES 2019-0102 **Regarding the approval of Cycle 9 applications to be paid through the School Radar Fund.**
Council Member Beggs

RES 2019-0103 **Regarding the approval of traffic calming projects from Cycle 9 applications to be paid through the Photo Red (Traffic Calming) Fund.**
Council Member Beggs

Comprehensive Plan Amendment Ordinances:

ORD C35838 **Relating to application Planning File Z18-882COMP amending map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 15-30" to "General Commercial" for approximately 0.12 acres described as lot 15, block 57 of the Lidgerwood Addition and amending the zoning map from "Residential Multifamily" (RMF) To "General Commercial" (GC-70). (Applicant: H A Tombari LLC) (Plan Commission decision voted 7 to 0 for Approval)**
Kevin Freibott

ORD C35839 Relating to application Planning File Z18-883COMP and amending map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 15-30" to "Office" for approximately 0.29 acres described as lots 1 and 2 of the subdivision of lot 5 of GH Morgan's Addition and amending the zoning map from "Residential Multifamily (RMF)" to "Office (O-35)". (Applicant: David Jeter, MPT, COMT, Acceleration Physical Therapy/Carl Upton and Patricia Upton aka Patricia Reilly) (Plan Commission decision voted 6 to 1 for Approval)
Kevin Freibott

ORD C35840 Relating to application Planning File Z18-884COMP and amending map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.85 acres described as lots 10 through 15 of Block 36, Monroe Park Addition and amending the zoning map from "Residential Single Family (RSF)" to "Office (O-35)". (Applicant: Washington State Department of Ecology) (Plan Commission decision voted 7 to 0 for Approval)
Kevin Freibott

ORD C35841 Relating to application Z18-958COMP, amending Chapter 3 of the City's Comprehensive Plan to include a new policy encouraging transit supported development in the vicinity of high-performance transit stops in the City of Spokane. (Applicant: Council President Ben Stuckart, on behalf of the Spokane City Council) (Plan Commission decision voted 7 to 0 for Approval)
Kevin Freibott

ORD C35842 Relating to application Z19-002COMP, amending policy LU 1.8, general commercial uses, in Chapter 3 of the Comprehensive Plan as it relates to directing new commercial growth to centers and corridors. (Applicant: Council Member Candace Mumm, on behalf of the Spokane City Council) (Plan Commission decision voted 7 to 0 for Approval)
Kevin Freibott

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35844 Updating the construction and maintenance standards for street trees and associated planting areas in the City of Spokane; amending sections 17C.200.040, 17C.200.050, 17C.200.080, 17C.200.090, 17C.200.100, 17C.200.110, and 17G.010.210; enacting new sections 17C.200.120, 17C.200.130, 17C.200.140, and 17C.200.150; and enacting a new Chapter 13.14 of the Spokane Municipal Code.
Council Member Kinnear

ORD C35845 Imposing a sales and use tax, as a deduction from existing state sales and use tax collection, to fund investments in affordable and supportive housing; enacting a new chapter 8.07B; and amending section 8.07.040 of the Spokane Municipal Code.
Council President Stuckart

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.	Hearing on 2020 Proposed Budget. (Continued from November 11, 2019, Agenda) Paul Ingiosi	Hold Hrg. then Continue to 11/18/19	FIN 2019-0001

Motion to Approve Advance Agenda for November 18, 2019

(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The November 18, 2019, Regular Legislative Session of the City Council is adjourned to November 25, 2019.

NOTES

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/4/2019
		Clerk's File #	OPR 2019-0985
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	DAVID STOCKDILL X7080	Project #	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	2020 SIP FUNDS
Agenda Item Name	1970 PURCHASE OF (1) PIERCE 107' QUINT FIRE APPARATUS		

Agenda Wording

Incorporating this new Quint apparatus into the SFD Fleet will allow (1) Quint to be removed from front-line service and placed in reserve status.

Summary (Background)

SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove Quint apparatus from front line service and place them in reserve status after 15 years of service. Reserve apparatus are still actively used to provide coverage when front line apparatus are out of service for repair or maintenance.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 1,255,539.17	# 5903-79125-94000-56404-40259
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session	
Division Director	SCHAEFFER, BRIAN	Other	PSCHC 11/04/19
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	dstockdill@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tprince@spokanecity.org	
Additional Approvals		fireaccounting@spokanecity.org	
Purchasing			

Briefing Paper
(Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of (1) Pierce 107' Quint Fire Apparatus
Date:	November 4, 2019
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner*
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as possible to expedite placing this apparatus in service and to avoid a 4% annual price increase in 2020.
Outcome: (deliverables, delivery duties, milestones)	Incorporating this new Quint apparatus into the SFD Fleet will allow (1) Quint to be removed from front-line service and placed in Reserve status.

Background/History: SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove Quint apparatus from front line service and place them in reserve status after 15 years of service. Reserve apparatus are still actively used to provide coverage when front line apparatus are out of service for repair or maintenance. The new trucks meet current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. Additionally, the new trucks have significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk to Fire personnel.

Executive Summary:

- **Fills a critical need** – This Quint purchase is necessary as the prior Reserve Quint, a 1992 Pierce, was removed from service due to severe structural corrosion. Due to the age of this apparatus, corrosion mitigation costs were prohibitive.
- **Fleet standardization**—This Quint aerial apparatus is nearly identical to the (2) Pierce 75' Quints purchased in 2016. This similarity allows for efficiencies in operations and maintenance.
- **Group Purchase Savings**-- Purchase will be made via HGAC (Houston Galveston Area Council) pricing through Hughes Fire Equipment Inc., the sole regional dealer for Pierce Manufacturing.
- **Fair and Competitive**-- HGAC pricing is competitively bid/pre-negotiated and has been successfully used by SFD for the last (3) Heavy Fire Apparatus purchases.
- **Cost** --Total cost, including WA State sales tax, for (1) Pierce, 107' Quint Aerial is $1,255,539.17. This includes $31,266 in progress payment discounts.
- **Delivery** – Estimated December 2020

Budget Impact:

Approved in current year budget? ☑ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☑ No

If new, specify funding source: **SIP**

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: None

Known challenges/barriers: None

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/4/2019
		Clerk's File #	OPR 2019-0986
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY 2019-2021 BIENNIAL STORMWATER CAPACITY GRANT AGREEMENT		

Agenda Wording

2019-2021 Biennial Stormwater Capacity Grant Agreement No. WQSWCAP-1921-Spokan-00086 with the Washington State Department of Ecology.

Summary (Background)

The City was awarded $95.000 (no match required) from Ecology 2019-2021 Biennial Stormwater Capacity Grant. This grant will assist the City with funding activities associated with meeting the requirements of our Phase II Municipal Stormwater Permit.

Fiscal Impact	Grant related? YES Public Works? NO	Budget Account
Revenue	$ 95,000.00	# 4250-98817-99999-33431-99999
Expense	$ 95,000.00	# 4250-98817-94310-56501-99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PIES 10/28/19
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	bpatrick@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	smsimmons@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		kemiller@spokanecity.org	
GRANTS & CONTRACT MGMT	STOPHER, SALLY	kkeck@spokanecity.org	
		kbrooks@spokanecity.org	

Briefing Paper
(PIES)

Division & Department:	Integrated Capital Management
Subject:	Department of Ecology Stormwater Capacity Grant
Date:	October 28, 2019
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Strategic Initiative:	
Deadline:	

Background/History:

The City has been awarded a 2019-2021 Biennial Stormwater Capacity Grant from the department of Ecology. This is a non-competitive grant. The awarded amount is $95,000 with no match. This grant will assist the City with funding activities associated with meeting the requirements of our Phase II Municipal Stormwater Permit. Historically, the City has utilized this funding source to assist with the purchase of vehicles and equipment (i.e. vactor trucks and street sweepers) that allow us to meet the maintenance component of the permit. It has yet to be determined which element of the permit these funds will be used for.

Executive Summary:

- *2019-2021 Biennial Stormwater Capacity Grant*
- *The grant amount is $95,000 with no match.*
- *The grant will be utilized to offset costs associated with meeting requirements of the Phase II Municipal Stormwater Permit (equipment purchase, street sweeping, outreach, etc.).*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a

Requires change in current operations? ☐ Yes ☐ No n/a

Specify operations change:

Agreement No. WQSWCAP-1921-Spokan-00086

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2019-2021 Biennial Stormwater Capacity Grants
Total Cost:	$95,000.00
Total Eligible Cost:	$95,000.00
Ecology Share:	$95,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	03/31/2021
Project Type:	Capacity Grant

Project Short Description:
This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:
N/A

Overall Goal:
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	LaVonne Martelle Accountant I 44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.
* Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $95,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

1) Public education and outreach activities, including stewardship activities.
2) Public involvement and participation activities.
3) Illicit discharge detection and elimination (IDDE) program activities, including:
   a) Mapping of municipal separate storm sewer systems (MS4s).
   b) Staff training.
   c) Activities to identify and remove illicit stormwater discharges.
   d) Field screening procedures.
   e) Complaint hotline database or tracking system improvements.
4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
   a) Development of an ordinance and associated technical manual or update of applicable codes.
   b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
   c) Training for plan review or inspection staff.
   d) Participation in applicable watershed planning effort.
5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
   a) Inspecting and/or maintaining the MS4 infrastructure.
   b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
6) Annual reporting activities.
7) Establishing and refining stormwater utilities, including stable rate structures.
8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARMENT approves prior to awarding funding for monitoring.
Monitoring, including:
   a) Development of applicable QAPPs.
   b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
9) Structural stormwater controls program activities (Phase I permit requirement)
10) Source control for existing development (Phase I permit requirement), including:
   a) Inventory and inspection program.
   b) Technical assistance and enforcement.
   c) Staff training.
11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

purchases over $5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:
This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:
RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG200250

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 1921 stormwater capacity
Funding Type: Grant
Funding Effective Date: 07/01/2019
Funding Expiration Date: 03/31/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Type: State
Funding Source %: 100%
Description: Cap Grants-MTC Operating

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

1921 stormwater capacity	Task Total
Permit Implementation	$ 95,000.00
	Total: $ 95,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
1921 stormwater capacity	0.00 %	$ 0.00	$ 95,000.00	$ 95,000.00
Total		**$ 0.00**	**$ 95,000.00**	**$ 95,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/4/2019
		Clerk's File #	OPR 2019-0987
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY SFAP AGREEMENT- COCHRAN BASIN CONVEYANCE		

Agenda Wording

Washington State Department of Ecology Stormwater Financial Assistant Program (SFAP) grants fund capital improvements - Cochran Basin Conveyance

Summary (Background)

The city applied for and was granted $5 million from the Washington State Department of Ecology Stormwater Financial Assistance Program (SFAP) for the Cochran Basin Conveyance project. The project will construct piping to convey stormwater to the Downriver Disc Golf Course for treatment. The grant requires 25% match which will be funded through the Utilities Capital Fund.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Revenue	$ 5,000,000.00	# 4250-98817-94310-56501-14395
Expense	$ 5,000,000.00	# 4250-98817-99999-33431-14395
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PIES 8/27/2018
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	bpatrick@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	smsimmons@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		kemiller@spokanecity.org	
GRANTS & CONTRACT MGMT	STOPHER, SALLY	kkeck@spokanecity.org	
		kbrooks@spokanecity.org	

Briefing Paper
Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works & Integrated Capital Management
Subject:	Ecology Stormwater Grants Applications
Date:	08/27/2018
Author (email & phone):	mpapich@spokanecity.org & 625-6310
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	2018-2023 Six Year Citywide Capital Improvement Program. Ordinance No. C35560 adopted the program and gives staff authorization to seek funding.
Strategic Initiative:	
Deadline:	10/15/2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approve the list of stormwater projects for stormwater grant applications

Background/History: SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Washington State Department of Ecology Stormwater Financial Assistant Program (SFAP) grants fund capital improvements and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to $5 million. Application are open every fall. Integrated Capital Management Department has identified projects from the *2018 through 2023 Six-year Citywide Capital Improvement Program S*tormwater Program that meet the funding timeline and will be both eligible and competitive for the grants.

Executive Summary:

- Project approval for SFAP grant application.
- *All projects are in the approved 2018 through 2023 Six-year Citywide Capital Improvement Program*
- *Below is a list of projects for this year's SFAP applications*
    1. Cochran Basin Conveyance- 3 projects for the Cochran Basin have been partially funded by Ecology. The Conveyance project will connect the infiltration facilities and is planned to be constructed concurrent with Downriver Golf Course improvements.
    2. Riverside Avenue, Washington to Wall Street-stormwater improvements associated with the street project
    3. Sprague Avenue from Grant to Division Street-stormwater improvements associated with the street project

Budget Impact:

Approved in current year budget? ■ Yes ☐ No

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

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) *The 25% match requirement of the grant is programmed through the utilities capital fund.*

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

Agreement No. WQC-2020-Spokan-00058

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Cochran Basin Conveyance Piping
Total Cost:	$6,713,000.00
Total Eligible Cost:	$6,666,666.67
Ecology Share:	$5,000,000.00
Recipient Share:	$1,666,666.67
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Spokane River through installation of piping to convey stormwater from existing urban run-off to bioinfiltration ponds at Down River Disc Golf Course in the City of Spokane. This project will result in treatment for total suspended solids (TSS), and oil (Total Petroleum Hydrocarbons). This project will also reduce the volume of stormwater that enters the Spokane River by increasing stormwater infiltration.

Project Long Description:

The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake. The river flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 impaired waterbody for pH, polychlorinated biphenyl (PCBs), metals, and dissolved oxygen (DO). There are also

two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project will treat and infiltrate stormwater from approximately 350 acres of pollution generating impervious surface from the Cochran Basin (5,328 acres) the largest basin in the RECIPIENT's municipal separate storm sewer system (MS4). Stormwater from this basin discharges directly to the Spokane River without treatment. This will result in a reduction in the amount of TSS, metals, phosphorus, and oil/grease directly entering the Spokane River.

The Cochran Basin stormwater facility project has been divided into several smaller projects to maximize funding opportunities. The RECIPIENT received ECOLOGY grant funding to design and construct the Cochran Basin Infiltration Ponds at the Downriver Disc Golf Course (WQC-2017-Spokan-00016) as well as the stormwater facility adjacent to the TM Meenach Bridge (WQC-2019-Spokan-00148) and the stormwater facility near Northwest Boulevard (G1400348).

This project is the second phase of the Cochran Basin Infiltration Pond Project (WQC-2017-Spokan-00016). Under this grant the RECIPIENT will design and construct the conveyance system to direct urban stormwater from the existing MS4 trunk line, at the Northwest Boulevard and TJ Meenach Drive, to the Cochran Basin Infiltration Pond. The Cochran Basin Infiltration Pond (WQC-2017-Spokan-00016) and the Cochran Basin Conveyance Piping project (WQC-2020-Spokan-00058) received separate grant funding, but the projects are physically related. The RECIPIENT shall coordinate with the engineering and design team for the Cochran Basin Infiltration Pond project to ensure the piping designs for the two grant funded projects work together (i.e. this project delivers stormwater to the location and elevation needed for the infiltration pond to work successfully).

Overall Goal:
This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	LaVonne Martelle Accountant I 44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Lorie Hammerli PO Box 47775 Olympia, Washington 98504-7775 Email: LHAM461@ecy.wa.gov Phone: (360) 407-6294
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Recipient Task Coordinator: Mark Papich

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $490,666.67

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit to ECOLOGY the 05-05/106 Form. All submitted materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.

2. Develop and submit to ECOLOGY an Inadvertent Discovery Plan (IDP), using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload a digital copy of the items listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. Design Report must conform to the Stormwater Project Deliverables Guidance. Refer to the Ecology website for specific guidance.

The Design Report will include relevant design information from the Cochran Basin Infiltration Pond (WQC-2017-Spokan-00016) to support design of this grant project, (2020-Spokan-00058).

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Submit the ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Design Report. Including relevant design information from the Cochran Basin Infiltration Pond (WQC-2017-Spokan-00016) to support design of this grant project (2020-Spokan-00058). Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
2.10	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.14	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $805,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL. CQAP development guidance is available on the ECOLOGY website. Construction of this grant project interfaces with construction of grant WQC-2017-Spokan-00016. Coordination between the contractors is paramount and the CQAPs for each project must include a description of how you will coordinate the work.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is available on the ECOLOGY website.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-approved equivalent. The project area should

include features for treatment facilities and contributing areas.

Task Goal Statement:
The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
The project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Ecology Template. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved equivalent. The project area should include as-built features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $5,371,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of piping to convey stormwater from existing urban run-off to bioinfiltration ponds at Down River Disc Golf Course to mitigate runoff from 350 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Stormwater Project Deliverables Guidance; Section D.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), and oil (Total Petroleum Hydrocarbons).

Construction

Deliverables

Number	Description	Due Date
4.1	Contract documents (e.g. bid announcement, bid award, and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG200271

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2019
Funding Expiration Date: 06/30/2023

Funding Source:

Title: SFAP - SFY20

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewarship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 490,666.67
Construction Management	$ 805,000.00
Construction	$ 5,371,000.00
	Total: $ 6,666,666.67

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 1,666,666.67	$ 5,000,000.00	$ 6,666,666.67
Total		**$ 1,666,666.67**	**$ 5,000,000.00**	**$ 6,666,666.67**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 11/18/2019		**Date Rec'd**	11/4/2019
		Clerk's File #	OPR 2019-0988
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - DRINKING WATER STATE REVOLVING FUND - STORAGE RESERVOIR SIA PROJECT		

Agenda Wording

Drinking Water State Revolving Fund (DWSRF)agreement for a low interest loan for the design and construction of a new water storage reservoir in the SIA Pressure Zone.

Summary (Background)

This loan agreement with DWSRF is $3,030,000 in Federal Funding with an interest rate of 2.25% for 20 years. This Project will design and construct a new water storage reservoir in the SIA Pressure zone, an estimated cost of $11,000,000. This project is identified in the approved 2019-2024 6-year Capital Improvement Program.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Revenue	**$** 3,030,000.00	**#** 4250-98818-94340-56501-15775
Expense	**$** 3,030,000.00	**#** 4250-98818-99999-38271-15775
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/28/19
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	PICCOLO, MIKE	bpatrick@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	smsimmons@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		kemiller@spokanecity.org	
		kkeck@spokanecity.org	
		kbrooks@spokanecity.org	

Briefing Paper
(PIES)

Division & Department:	Integrated Capital Management
Subject:	DWSRF and PWTF Loan Agreements for SIA Additional Reservoir
Date:	October 28, 2019
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Strategic Initiative:	
Deadline:	

Background/History:

The City has been awarded two low-interest loans to fund the design and construction of a new water storage reservoir in the SIA Pressure zone with an estimated capital cost of approximately $11,000,000. This reservoir will be located adjacent to the two existing reservoirs near the airport. This project is identified in the approved 2019-2024 Six Year Capital Improvement Program.

The funding sources of the two loans are the Drinking Water State Revolving Fund (DWSRF) and the Public Works Trust Fund (PWTF). The DWSRF loan is federal funding and the PWTF loan is state funding. Specific details of each of loan are identified below:

DWSRF Loan

Loan Amount: $3,030,000
Interest Rate: 2.25%
Loan Term: 20 years

PWTF Loan

Loan Amount: $8,000,000
Interest Rate: 1.58%
Loan Term: 20 years

Executive Summary:

- *The two (2) loan agreements are for the SIA Additional Reservoir.*
- *The DWSRF loan amount is $3,030,000, the PWTF loan amount is $8,000,000.*
- *The term of each loan is 20 years with an interest rate of 2.25% (DWSRF) and 1.58% (PWTF).*
- *These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
Annual/Reoccurring expenditure? ☒ Yes ☐ No
Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a
Requires change in current operations? ☐ Yes ☐ No n/a
Specify operations change:

September 18, 2019

Mark Papich
City of Spokane
808 W Spokane Falls Boulevard
Spokane, WA 99207-2735
mpapich@spokanecity.org

RE: Loan Contract Number: DWL24028

Dear Mark Papich;

Enclosed is the Drinking Water State Revolving Fund Construction Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print and sign the document. Once signatures are obtained, scan and return by email to dohcon.mgmt@doh.wa.gov or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Dennis Hewitt
DOH Contract Manager
360-236-3017
Dennis.Hewitt@doh.wa.gov

Enclosures:
ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	**Revision(s)**	**Version**
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1

1. CONTRACT FACE SHEET

2018 Loan Number: DWL24028
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

<table>
<tr><td colspan="2">1. Borrower
City of Spokane
808 W Spokane Falls Boulevard
Spokane, WA 99207-2735</td><td colspan="2">2. Borrower Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Borrower Type
Construction Loan</td><td colspan="2">4. Borrower's Statutory Authority</td></tr>
<tr><td colspan="2">5. Borrower Contract Manager Information
Mark Papich
509-625-6310
mpapich@spokanecity.org</td><td colspan="2">6. DOH Contract Manager
Dennis Hewitt
P.O. Box 47822
Olympia, WA 98504-7822
360-236-3017
Dennis.Hewitt@doh.wa.gov</td></tr>
<tr><td colspan="4">7. Project Name
SIA System Additional Reservoir</td></tr>
<tr><td>8. Loan
Amount: $3,030,000.00
Loan Fee: $30,000.00
Interest Rate: 2.25%</td><td>9. Funding Source
Federal: ☒ State: ☒
Other:☒</td><td>10. Start Date
DOE</td><td>11. End Date
October 01, 2039</td></tr>
<tr><td colspan="4">12. Federal Funding Agency Environmental Protection Agency
Catalogue of Federal Assistance (CFDA) Number 66.468</td></tr>
<tr><td>13. Borrower Tax ID #</td><td>14. SWV #
0003387-05</td><td>15. Borrower UBI #
328013877</td><td>16. Borrower DUNS #
115528189</td></tr>
<tr><td colspan="4">17. Contract Purpose
DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.</td></tr>
<tr><td colspan="2">FOR CONTRACTOR</td><td colspan="2">FOR DOH</td></tr>
<tr><td colspan="2">SIGNATURE AND DATE</td><td colspan="2">SIGNATURE and DATE</td></tr>
<tr><td colspan="2">NAME and TITLE</td><td colspan="2">NAME and TITLE

APPROVED AS TO FORM ONLY
Mark Calkins, AAG Signature on File</td></tr>
</table>

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3.3.	CONTRACT COMMUNICATION
3.4.	LOAN INFORMATION
3.5.	FUNDING INFORMATION
3.6.	SPECIAL TERMS AND CONDITIONS
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ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	**City of Spokane**
Loan Number**:**	**DWL24028**
Award Year:	**2018**
State Wide Vendor Number:	**0003387-05**

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	**SIA System Additional Reservoir**
Project Location (City or County):	**Spokane**
Project State:	**Washington**
Project Zip Code:	**99224**

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount:	$3,030,000.00
Loan Fee (Included in loan amount if applicable):	$30,000.00
Principal Loan Forgiveness %:	0.00%
Loan Term:	20 years
Interest Rate:	2.25%
Payment Month(s):	October 1st Annually
Earliest Date for Construction Reimbursement:	12 months from contract start date (date of last signature) to project completion date
Time of Performance:	48 months from Contract start date (date of last signature) to Project Completion date.
Notice to Proceed:	18 months from Contract start date (date of last signature)

3.5. FUNDING INFORMATION

Total Funds from BORROWER:	To be determined
Source(s) of Funds from Borrower, with assigned amounts per source:	To be determined
Total State Funds:	To be determined
Total Amount of Federal Award (as applicable):	To be determined
Total Amount of Loan:	$3,030,000.00
Federal Award Date:	To be determined
Federal Award ID # (FAIN):	To be determined
Amount of Federal Funds Obligated by this Action:	To be determined

3.6. SPECIAL TERMS AND CONDITIONS

NA

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor."

4.2. FULL AGREEMENT

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

A. Applicable local, state, and federal statutes and regulations
B. Contract amendments
C. The Contract (in this order)
Declarations and Special Terms and Conditions
General Terms and Conditions
Attachments I – VII

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

4.5. LOAN FEE

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER. If BORROWER completes the PROJECT within twenty-four (24) months of the CONTRACT start date, DOH will reduce the LOAN INTEREST to one percent

(1%) at PROJECT completion. The reduced interest rate will apply to the remaining payments beginning from the date DOH approves the BORROWER's Project Completion Report.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report., BORROWER will provide the following information to DOH:

- **A.** A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- **B.** A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- **C.** Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- **D.** An invoice for the remaining ELIGIBLE PROJECT COSTS.
- **E.** Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. The first payment is only the interest accrued at that time. All other payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1st) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

4.16. AMERICAN IRON AND STEEL

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

DOH may waive this requirement if:

A. Compliance would be inconsistent with the public interest; or
B. The particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or

C. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
D. The waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the American Iron and Steel requirements can be found in H.R. 3547, Consolidated Appropriations Act, 2014, P.L. 113-76, SEC. 436.

4.17. ATTORNEYS' FEES

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

4.20. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

A. Be in writing;
B. State the disputed issues;
C. State the relative positions of the parties;
D. State BORROWER's name, address, and the CONTRACT number;
E. Provide contact information for the requester's representative , and,
F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.

4.21. ELIGIBLE PROJECT COSTS

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
C. Complied with Prevailing Wage requirements;
D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

4.23. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

4.24. GOVERNING LAW AND VENUE

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

4.25. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction

activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

4.26. INDEMNIFICATION

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

4.27. INDUSTRIAL INSURANCE COVERAGE

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

4.28. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

4.29. NONDISCRIMINATION

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs . Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

4.30. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

4.31. PROCUREMENT

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

4.32. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

> "All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.33. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.34. PUBLICITY

BORROWER agrees to get prior written consent from DOH's Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH's name, or includes language that may reasonably infer or imply a connection with either one.

4.35. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.36. RECAPTURE

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

4.37. RECORDKEEPING AND ACCESS TO RECORDS

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records

retention schedules applicable to the BORROWER.

4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.39. SEVERABILITY

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

4.40. SUBCONTRACTING

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

4.41. SURVIVAL

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

4.42. TERMINATION FOR CAUSE

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

4.44. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

4.45. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds $100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

Scope of Work:

Project to include:

1. Construction of approximate 4.5-million gallon reservoir near W Swabbs Avenue and S Little Street east of Spokane International Airport. Construction costs to include: site preparation, reservoir installation, controls, telemetry, on-site piping, fencing, security, and connection to distribution system.

In addition to cost of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative, audit and land acquisition.

Project Cost by Cost Category:

COST CATEGORY	
Engineering Report (Preliminary Engineering)	
Environmental Review	
Historical Review/Cultural Review	
Land/ROW Acquisition	
Permits	
Public Involvement/Information	
Bid Documents (Design Engineering)	
Construction: Estimated Cost. Provide details on following pages.	$3,000,000
DOH Review/Approval Fees:	
Contingency: (10% min, 20% max)	
Sales or Use Taxes	
Construction Engineering/Inspection:	
Insurance:	
Audit:	
Legal	
Service Meters (Purchase and Installation)	
Other:	
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	**$3,000,000**
DWSRF Loan Origination Fee (1%)	**$30,000**
DWSRF Loan Award	**$3,030,000**

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND
(MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in its application.

2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.

3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund loan extended by DOH with respect to such project. BORROWER is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

_____ _____
Signature of Attorney Date

_____
Name and BAR Number (WSBA No.)

_____
Address

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Environmental and Cultural Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
b) Clean Air Act, Public Law 84-159 as amended
c) Coastal Zone Management Act, Public Law 92-583 as amended
d) Endangered Species Act, Public Law 93-205 as amended
e) Environmental Justice, Executive Order 12898
f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
g) Protection of Wetlands, Executive Order 11990
h) Farmland Protection Policy Act, Public Law 97-98
i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
j) National Historic Preservation Act, 54 USC Subtitle III
k) Safe Drinking Water Act, Public Law 93-523 as amended
l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
m) Washington State Environmental Policy Act, Chapter 43.21C RCW
n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

2) Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Ac with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension, Executive Order 12549
e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

4) State Laws

a) Chapter 36.70A RCW, Growth Management Act
b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
c) Chapter 39.12 RCW, Washington State Public Works Act
d) Chapter 43.20 RCW, State Department of Health of Health
e) Chapter 43.70 RCW, Department of Health
f) Chapter 43.155 RCW, Public Works Project
g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
j) Chapter 246-290 WAC, Group A Public Water Systems

k) Chapter 246-291 WAC, Group B Public Water Systems
l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
m) Chapter 246-293 WAC, Water Systems Coordination Act
n) Chapter 246-294 WAC, Drinking Water Operating Permits
o) Chapter 246-295 WAC, Satellite System Management Agencies
p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
r) Title 173 WAC, Department of Ecology Rules
s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at http://www.epa.gov/osbp/grants.htm.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The terms, “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded”, as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and it principals, certifies by signing below that to the best of its knowledge and belief they:

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 (3) period preceding this CONTRACT, been convicted of or had a civil judgment 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 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 for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,

D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor’s business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

> The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
    a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
    b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
        - F.I.C.A. (Social Security) –employer's share.
        - Retirement benefits.
        - Hospital, health, dental, and other welfare insurance.
        - Life insurance.
        - Industrial and medical insurance.
        - Vacation.
        - Holiday.
        - Sick leave.
        - Military leave and jury duty.

        Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
    c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
        - Competitive Bidding.
        - Audit.
        - Insurance.
        - Prevailing wages.
        - Attorney fees.
        - Environmental Review.
        - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

Agenda Sheet for City Council Meeting of: 11/18/2019		**Date Rec'd**	11/4/2019
		Clerk's File #	OPR 2019-0989
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - PUBLIC WORKS TRUST FUND AGREEMENT - STORAGE RESERVOIR SIA		

Agenda Wording

Public Works Trust Fund (PWTF) Agreement for low interest loan for the design and construction of a new water storage reservoir in the SIA Pressure Zone.

Summary (Background)

This loan agreement with PWTF is $8,000,000 in State Funding with an interest rate of 1.58% for 20 years. This project is identified in the approved 2019-2024 6-year Capital Improvement Program.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Revenue	**$** 8,000,000.00	**#** 4250-98866-94340-56501-15775
Expense	**$** 8,000,000.00	**#** 4250-98866-99999-38271-15775
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/28/19
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	PICCOLO, MIKE	bpatrick@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	smsimmons@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		kemiller@spokanecity.org	
		kkeck@spokanecity.org	
		kbrooks@spokanecity.org	

Briefing Paper
(PIES)

Division & Department:	Integrated Capital Management
Subject:	DWSRF and PWTF Loan Agreements for SIA Additional Reservoir
Date:	October 28, 2019
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Strategic Initiative:	
Deadline:	

Background/History:

The City has been awarded two low-interest loans to fund the design and construction of a new water storage reservoir in the SIA Pressure zone with an estimated capital cost of approximately $11,000,000. This reservoir will be located adjacent to the two existing reservoirs near the airport. This project is identified in the approved 2019-2024 Six Year Capital Improvement Program.

The funding sources of the two loans are the Drinking Water State Revolving Fund (DWSRF) and the Public Works Trust Fund (PWTF). The DWSRF loan is federal funding and the PWTF loan is state funding. Specific details of each of loan are identified below:

DWSRF Loan

Loan Amount: $3,030,000
Interest Rate: 2.25%
Loan Term: 20 years

PWTF Loan

Loan Amount: $8,000,000
Interest Rate: 1.58%
Loan Term: 20 years

Executive Summary:

- *The two (2) loan agreements are for the SIA Additional Reservoir.*
- *The DWSRF loan amount is $3,030,000, the PWTF loan amount is $8,000,000.*
- *The term of each loan is 20 years with an interest rate of 2.25% (DWSRF) and 1.58% (PWTF).*
- *These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
Annual/Reoccurring expenditure? ☒ Yes ☐ No
Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a
Requires change in current operations? ☐ Yes ☐ No n/a
Specify operations change:

CONTRACT FACE SHEET

Contract Number: PC20-96103-050

PUBLIC WORKS BOARD
CONSTRUCTION LOAN CONTRACT

1. Contractor		2. Contractor Doing Business As (optional)	
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		N/A	
3. Contractor Representative N/A		**4. Public Works Board Representative** N/A	
5. Contract Amount $8,000,000.00	**6. Funding Source** **Federal:** ☐ **State:** ☑ **Other:** ☐ **N/A:** ☐	**7. Contract Start Date** Contract Execution Date	**8. Contract End Date** June 1, 2039
9. Federal Funds (as applicable) N/A	**Federal Agency** N/A	**CFDA Number** N/A	
10. Tax ID #	**11. SWV #** 0003387-05	**12. UBI #** 328-01-3877	**13. DUNS #**

14. Contract Purpose
Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.

The Board, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.

FOR THE CONTRACTOR	FOR PUBLIC WORKS BOARD
_____ Signature	_____ Scott Hutsell, Public Works Board Chair
_____ Print Name	_____ Date
_____ Title	**APPROVED AS TO FORM ONLY**
_____ Date	September 11, 2019 Sandra Adix Assistant Attorney General

DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Spokane
Loan Number**:**	PC20-96103-050

PROJECT INFORMATION

Project Title:	SIA Additional Reservoir
Project City:	Spokane
Project State:	**Washington**
Project Zip Code:	99224

LOAN INFORMATION

Loan Amount:	**$8,000,000.00**
Total Estimated Cost:	**$11,000,000.00**
Total Estimated Funding:	**$11,000,000.00**
Loan Forgiveness % (if applicable):	**0**
Loan Term:	**20**
Interest Rate:	**1.58%**
Payment Month:	June 1st
Loan Reimbursement Start Date:	**August 2, 2019**
Time of Performance	60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the domestic water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, “net revenue” means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

The project will construct a new 4.5 MG storage reservoir for the SIA Pressure Zone in the West Plains area.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards.

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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD
CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

A. "Contract" shall mean this Construction Loan Contract.

B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.

C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.

D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in ***THIS STYLE*** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4 Order of Precedence

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

A. Applicable federal and state of Washington statutes and regulations.
B. Special Terms and Conditions including attachments.
C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the Board requesting a 5-year deferral for an eligible system. The Board may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the Board and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in declared ***SCOPE OF WORK***.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as an alternative to completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of contract execution.

Should the Contractor shall submit the Certified Project Completion Report within forty-eight (48) months of the date of contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor shall submit the Certified Project Completion Report within thirty-six (36) months of the date of contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
D. A final voucher for the remaining eligible funds.
E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture, shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Public Works Board
Attn: (Program Specialist)
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

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

The Board may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the Board approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after contract execution. Interest accrues for the sixty (60) months after contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the Board with:

A. Project Status Reports with each Invoice Voucher;
B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
C. Quarterly Projection Invoice Reports;
D. Certified Project Completion Report at project completion (as described in Section 1.13);
E. Pictures of various stages of the project, and
F. Other reports as the Board may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this contract will be suspended effective July 1. The Contractor shall immediately suspend work under this contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.

Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

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

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

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

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

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

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

2.13 COPYRIGHT PROVISIONS

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

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

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

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

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

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

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

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

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

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

2.31 RECAPTURE

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

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

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

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

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

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

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

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

2.38 SURVIVAL

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

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

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

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

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

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

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

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

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

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

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD
CONSTRUCTION LOAN PROGRAM

City of Spokane
PC20-96103-050

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of Spokane** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.

2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.

3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

_____ _____
Signature of Attorney Date

_____
Name

_____
Address

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/1/2019
		Clerk's File #	OPR 2019-0990
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	5159-19
Agenda Item Type	Contract Item	Requisition #	CR 21141
Agenda Item Name	4310 - WASTEWATER LIFT STATIONS CONDITION ASSESSMENT		

Agenda Wording

Contract with Parametrix, Inc. (Spokane, WA) not to exceed $119,850.00 (including tax) for assessment of five (5) wastewater lift stations.

Summary (Background)

The City owns and operates 26 sanitary sewage, 2 combined sewage, and 6 stormwater lift stations. Operation and maintenance is performed by City staff daily. In-depth investigation is necessary to assess deficiencies, degradation of equipment, inefficiencies, obsolescence and inadequacies to determine and prioritize needed repairs/upgrades. This project will result in a report of conditions, recommend and prioritize repairs and upgrades, and estimate costs at 5 of those stations.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 119,850.00	# 4310-43387-35148-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PSCH 11/4
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	KENNETH J. HANLEY - khanley@parametrix.com	
For the Mayor	ORMSBY, MICHAEL	mmorse@parametrix.com	
Additional Approvals		dkegley@spokanecity.org	
Purchasing	WAHL, CONNIE	mmorris@spokanecity.org	
		sjohnson@spokanecity.org	
		seweraccounting@spokanecity.org	
		Taxes & Licenses	

Briefing Paper
Public Safety & Community Health Committee

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Wastewater Lift Stations Condition Assessment
Date:	11/4/2019
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, 625-7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for this project will come from Wastewater funds.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	The project will provide a written report of conditions of the 5 project lift stations, recommended & prioritized repair/upgrades, cost estimates and help inform the path forward to assessing remaining lift stations for needed repair/upgrades.

Background/History:

The City owns and operates collection systems for sanitary sewage, combined sewage, and separated storm water. These systems include 26 sanitary sewage, 2 combined sewage, and 6 storm water lift stations. These lift stations are a critical part of the City's wastewater infrastructure and are relatively maintenance intensive due to mechanical and electrical equipment required for operation. Operation and maintenance is performed by staff as they daily visits these lift stations. However, more in-depth investigations are necessary to assess deficiencies, degradation of equipment, inefficiencies, obsolescence and inadequacies to determine and prioritize needed repairs/upgrades. This Condition Assessment project will do that and provide documentation and planning level cost estimates to support repair/replacement projects.

Executive Summary:

- A request for proposals was advertised in September for qualifying firms to submit no-cost proposals to complete the assessment of 5 selected sanitary lift stations.
- A review/evaluation committee scored and ranked the three proposals received and selected Parametrix Engineering as the most favorable to the City to perform this project.
- Contract not to exceed $125,000.

Budget Impact:

Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes X No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes X No
Specify changes required:
Known challenges/barriers:

City Clerk's OPR _____

City of Spokane

CONSULTANT AGREEMENT

Title: WASTEWATER LIFT STATIONS CONDITION ASSESSMENT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX, INC.**, whose address is 835 North Post Street, Suite 201, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform the WASTEWATER LIFT STATIONS CONDITION ASSESSMENT; and

WHEREAS, the Consultant was selected from Request for Proposals No. 5159-19 2019 Wastewater Lift Stations Condition Assessment;

-- 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 November 18, 2019, and ends on May 30, 2020, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties not to exceed a total term of five (5) years.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Exhibits B, C, and D which are attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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 be a maximum amount not exceed **ONE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($119,850.00**), including tax, if applicable, in accordance with the Manhour Budget included in Exhibit C, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Company shall submit its applications for payment to Wastewater Maintenance, 909 East Sprague Avenue, Spokane, Washington 99202 or to seweraccounting@spokanecity.org. **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 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, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this 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**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is

performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. 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:** 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 markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and 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. 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 subconsultants 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.

10. 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.

11. INSURANCE.
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 two (2) years after the Agreement is completed. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance 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 sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 require 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.

17. 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.

18. 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.

19. 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 Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes immediately upon notification by the City. To the extent that the errors and mistakes are flaws in the Consultant's work product and not the result of changes to input, assumptions, or data. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. 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.

21. 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.**

22. 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.

23. 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.

24. 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.

25. 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.

PARAMETRIX, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attest:

_____
City Clerk

Attachments:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Scope of Work
Exhibit C – Consultant's Manhour Budget
Exhibit D – 2019 Wastewater Lift Stations Condition Assessment RFP – Attachment A

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT A

Final Scope of Work

City of Spokane

Sanitary Sewer Lift Stations Condition Assessment

The City of Spokane operates and maintains five sewage lift stations that are part of this initial condition assessment. Each site is unique, and the ages and conditions of equipment, structures and systems vary greatly. Design capacities of the lift stations range from 78 gpm to 742 gpm with multiple pumps running. The City's goal for this project is to develop a prioritized list of repair/refurbishment projects and their estimated costs based upon a comprehensive condition assessment and criticality analysis of the five lift stations.

TASK 1 – MOBILIZATION AND PROJECT MANAGEMENT

GOALS:

Parametrix will promote collaborative involvement between its staff assigned to this project, their subconsultants and City staff, and will strive to identify potential conflicts and facilitate their resolution. Project management, workshops with the City, continued communication and establishment of good working relationships with key City staff are necessary to the success of the project.

Each lift station asset will first be evaluated in terms of its physical condition and operating performance. That assessment and other inputs by City staff will be used to determine the likelihood and consequence of failure (or criticality) for each lift station. Parametrix will develop planning estimates of the costs to repair lift station deficiencies observed and will develop prioritization of the repairs and provide an implementation schedule with assistance from City staff.

Prior to site visits, Parametrix will collect data for each lift station that will be used to help develop the condition assessment work plan for each station.

APPROACH:

This task covers work related to the management, administration and coordination of consultant and activities. Specific activities may include but not be limited to the following:

- Project Kick-off Meeting – The project will start with a kickoff meeting to present our initial thoughts on the main components of the project including a preliminary list of assessment activities to be performed at each station. The meeting will include the City project manager, key City staff and subconsultants as deemed necessary. The preliminary draft project schedule will be presented and reviewed at the kick-off meeting.

- Project Status Update Meetings – Every two weeks project status meetings will be held between the City project manager and at a minimum the consultant's project manager. The meeting will either be by phone and/or in person.

- Project Schedule – Prepare a detailed baseline schedule of project activities. Plan and provide resources based on the schedule requirements. Schedule will incorporate both internal and external milestones. Key progress deviations from the baseline will be noted and discussed with City project manager as the project progresses. The project schedule will be updated monthly.
- Work Coordination – Plan and coordinate work efforts between the consultant, subconsultants and the City.
- Correspondence – Prepare written correspondence to document project management issues.
- Progress Reports – Prepare a monthly progress report for the project for distribution to the City. Prepare a monthly invoice for services performed. Maintain a budget summary covering all major tasks included in the scope of work. Submit monthly progress report with monthly invoice.
- Document Management – Conduct project filing to support the project scope of work, including project closeout at the end of the project.
- Quality Assurance/Quality Control – Perform the necessary Parametrix internal QA/QC reviews for the project.
- Workshops – Conduct up to two workshops during the condition assessment analysis to coordinate and receive input from City staff.
- Review Historical Station Data, As-builts, and Operational Data – Parametrix will request available information from the City, which is required to complete the lift station assessment and prioritization activities and will coordinate with the City to analyze this information. The data request is expected to include:
    - Record, or available design drawings for each lift station
    - Pump curves and other pump, motor and standby generator record data
    - Lift station operation and maintenance manuals
    - Operation and maintenance data including pump run (hours) data
    - Maintenance records
    - Sanitary sewer overflow (SSO) records of lift station-related spills
- Condition Assessment Work Plan – Develop a condition assessment work plan and condition assessment forms for each station.
- Evaluation of RFP Condition Assessment Scope – provide recommendations to refine the scope of work for future evaluation of the remainder of the City's lift stations.

ASSUMPTIONS:

- The duration of the project will be November 2019 to April 2020.
- The budget includes two workshops up to 2 hours long to be conducted at the City of Spokane with up to three Parametrix staff attending along with each engineering subconsultant.
- City will provide Parametrix with historical station data, as-built or design drawings for stations and force mains, and operational data for each station.
- City O & M staff will provide input on the Initial Data Assessment Forms for each station.
- City will provide input on condition assessment work plan.

DELIVERABLES:

- Project schedule with monthly updates – electronic PDF
- Monthly updated action items and decision log – electronic spreadsheet
- Monthly invoices and status reports – electronic PDF
- Initial Data Assessment Form – electronic PDF
- Draft and final meeting notes from workshop – electronic Word file
- Condition assessment work plan for each station – electronic Word file

TASK 2 – CONDITION ASSESSMENT OF LIFT STATIONS

GOALS:

Parametrix and their subconsultants, in collaboration with the City, will perform site visits to each of the five lift stations to perform field condition assessments and document each station's condition by filling out the associated form provided in the condition assessment work plans developed in Task 1.

APPROACH:

The field condition assessments will be coordinated with the City so that the City is able to provide appropriate staff for each assessment. Parametrix will enter wet wells and/or dry wells as applicable at each lift station. Parametrix will coordinate with the City to fill out appropriate forms for entering confined spaces. The data collection will be limited to the disciplines below and we anticipate the following work items in each discipline at each lift station:

- Civil/site conditions
    - Review vehicular and personnel access
    - Review site safety issues for O & M personnel (inside and outside the building), and for items such as roadway traffic and/or or pedestrian safety
    - Review site conditions including security, fencing, paving, grading/drainage, etc.
    - Environment and health considerations
- Mechanical systems
    - Observe condition of mechanical equipment and piping at each station
    - HVAC units will be assessed visually for operability, vibrations and corrosion.
    - Ducts and louvers will be inspected for leakage and proper operation.
    - Perform pump performance tests
    - Assess airflow from fans/blowers
    - Test pH of sewer in wet wells
    - Check operation of valves
    - Document any code related issues
- Structural components
    - Observe condition of structural components at each station
        - Dry well
        - Wet well
        - Vaults
        - Foundations/equipment pads
        - Building and roof
        - Hatches and grates
        - Equipment supports

    - Perform scratch tests of concrete wet well walls
    - Document any code related issues
- Electrical/telemetry system
    - Observe condition of lighting, outlets and other single-phase power elements
    - Observe condition of electrical/control panels
    - Observe condition of instrumentation, sensors and gauges
    - Record operating current and volts as necessary for pump performance tests
    - Document back-up (generator) power, where applicable
    - Document any code related issues

Specific activities from the field assessments will also include:

- Filling out the condition assessment work plan forms
- Assess the functionality of the lift stations to determine if the pumps are pumping at their original design flow rates (or not) and to determine if the pumps are undersized or oversized based on force main minimum and maximum velocities
- Gather data on hours of pump run times in relation to detention times in the wet wells and force mains, as it relates to odor production
- Calculate velocities in force mains based on actual pumping rates
- Identifying recommended station improvements based on the condition assessment
- Review and/or gather H2S data from wet wells and force mains and provide assessments on the deterioration of lift station components due to H2S/moisture
- Assembling digital photos
- Recording pertinent red-line mark-ups to as-built drawings to match conditions observed in the field (the project does not include preparing complete as-built information of the facilities)
- Identifying equipment or systems that should be further investigated or tested
- Analysis of emergency storage and/or back-up power
- Lift station capacity and expansion analysis
- Physical operational efficiencies
- Maintenance and operation recommendations
- Providing other field documentation as necessary to record field conditions

ASSUMPTIONS:

- City will coordinate with Parametrix for field condition assessment site visits
- Parametrix will provide Confined Space Entry trained personnel and appropriate equipment for entering confined spaces including personal protection equipment, fall protection equipment, gas detection, blower, two persons minimum, and a confined space permit. City staff will assist with the City's Confined Space Entry Permit process, such as contacting City dispatch to report entry and exit times, if required.
    - It is assumed that the Field Condition Assessments will occur in a one-week timespan
    - It is assumed a standard tripod anchoring device can be utilized at each station for fall protection
- City will assist in filling out the condition assessment work plan forms during field assessment
- In cases where an emergency generator is located on site, City O & M personnel will shut off building power and start the generator unit to allow the consultant to perform assessments of the emergency power system+.

- The field assessment for each discipline will happen simultaneously. Each site will be visited once under this task.
- Time spent at each station will vary, but is limited to an average of 4-5 hours per station with an additional 7-8 hours for follow-up site visits

DELIVERABLES:

- Red-line as-built mark-ups on City's existing record drawings based on field observations – electronic PDF (scanned)
- Condition assessment work plan forms filled out for each station – electronic spreadsheet

TASK 3 – CRITICALITY ASSESSMENT

GOALS:
Based on the information collected in Tasks 1 and 2, Parametrix will develop a criticality assessment of the equipment at each lift station. The criticality assessment will help the City prioritize recommended improvements.

APPROACH:

Parametrix will utilize Workshop #1 with the City and the information collected in Tasks 1 and 2 to develop the potential impact of failure at each station. We anticipate the agenda of Workshop #1 to cover:

  - Review findings with O & M staff
  - Identify additional areas of City concern
  - Modify condition assessment work plan results per City input
  - Determine criticality ratings for equipment and stations
  - Review costs and prioritization lists developed in Task 4

The criticality assessment will use the equation of Risk = Likelihood of failure X Consequence of failure. The likelihood of failure will be determined based on the information collected in Tasks 1 and 2 and from City input. The consequence of failure will be determined with the City during Workshop #1. The criticality assessment will be recorded in a spreadsheet format.

ASSUMPTIONS:

- City will provide input on criticality ratings and consequence of failure.

DELIVERABLES:

- Criticality assessment for each station – electronic PDF

TASK 4 – DETERMINE COSTS AND PRIORITIZATION

GOALS:

Based on the information collected in the previous tasks, Parametrix will estimate costs for the improvements and present prioritization of the improvements.

APPROACH:

For each of the improvements identified, Parametrix will provide planning level opinions of probable project costs for lift station repairs and upgrades. Planning level costs will be based on similar projects in this area. Older similar projects will utilize the Construction Cost Index values to provide costs relative to the current year.

Parametrix will also provide a prioritized list of the improvements. The list will be separated into a capital project prioritized list and a prioritized list that can be implemented by City staff.

Workshop #1 will review the costs and prioritized lists developed in this task as well as the other items as described in Task 3 above.

After Workshop #1, Parametrix will develop a draft technical memorandum that includes the results of the condition and criticality assessments and the costs and prioritized lists for the recommended improvements. The technical memorandum will address lift station obsolescence, preventative maintenance, operational modifications, useful life estimates and a recommended implementation schedule of the recommended improvements.

Workshop #2 will review the draft technical memorandum with City staff. Comments and edits provided by City staff will be incorporated into the final technical memorandum.

ASSUMPTIONS:

- City will review and provide comments on the draft technical memorandum within two weeks following submittal of the document to the City
- City and Parametrix will meet to discuss comments on the draft technical memorandum within three weeks following submittal of the document to the City
- The format of the deliverable will be a technical memorandum format with summary text and tables followed by individual station data in spreadsheet format
- The station spreadsheets will be made available to the City for periodic updating after completion of the project
- This assessment will not attempt to determine existing or future build-out flows
- No specifications or drawings are being prepared as a part of this assessment except for hand-drafted mark-ups to existing record drawings performed during the field assessments

DELIVERABLES:

- Draft technical memorandum – electronic Word file
- Final technical memorandum – electronic Word file

TASK 5 – WELL PUMPS AND MOTOR CONTROL CENTER ANALYSIS

GOALS:

This task will measure and analyze the power efficiency of City selected wet well(s) and pump(s) and develop recommended improvements to increase power efficiency.

APPROACH:

- Power efficiency for well pumps
    - Parametrix will attempt to record the following information to determine the field power and efficiency values of the pumps:
        - Pump flow (gallons per minute)
            - Value from wet well drawdown test using a pressure transducer and/or rented ultrasonic flow meter
        - Pump head - discharge plus suction head (feet)
            - Value from City discharge pressure gauge, if available, converted from psi to feet
        - Current supplied to motor (amps)
            - Value from City electrical panel, or, if field conditions allow, measured value using power meter
        - Voltage supplied to motor (Volts)
            - Value from motor nameplate voltage, or voltage readout on City electrical panel, or if field conditions allow, measured using power meter
    - Parametrix will use the above values to calculate:
        - Horsepower draw of the pump
        - Horsepower draw of the motor
        - Efficiency of the pump
        - Efficiency of the combined pump and motor
    - Parametrix will prepare recommended improvements to increase power efficiency at the well sites based on the information gathered in this task.

ASSUMPTIONS:

- If available, the City's pressure gauges, well water level readout data, amperage readouts, and voltage readouts are available and accurate.
- Consultants equipment, including data logger, pressure sensor/transducer, power meter and, if necessary rented ultrasonic flow meter will provide adequate values for the power efficiency analysis.

DELIVERABLES:

- The results of the power efficiency analysis will be included in an appendix in the technical memorandum as identified in Task 4.

Client: City of Spokane
Project: 2019 Wastewater Lift Stations Condition Assessment
Project No: 376-1671-817

EXHIBIT B
MANHOUR BUDGET

CONTRACT EXHIBIT C - CONSULTANT'S MANHOUR BUDGET

					Ray Nickel, P.E.	Mike Morse, P.E.	Joel Linke, P.E.	Jennifer Murphy, P.E.	Tom Jordan, E.I.T.	Billie Jo Wuelfing, Debbie Froewiss	Becky Taylor	Jed Druffel, P.E.	Terry Stulc, P.E.	Brad Snow, P.E.	Ray Koberstine, P.E.
					Principal Engineer - QA/QC	Sr. Project Engineer - Project Manager	Sr. Project Engineer - Project Engineer	Sr. Project Engineer - Field Testing/Inst.	Engineer I - Data Mgmt. Tables, etc.	Admin. Assistants - Accountant	Senior Technician - WP Documents	LSB - Structural Engineer	Trindera - Electrical Engineer	MSI - Mechanical Engineer (HVAC)	R.C. Worst & Co. - O&M /Risks / Costs
				Cost Rates:	$170.00	$150.00	$150.00	$150.00	$110.00	$65.00	$85.00	$125.00	$150.00	$125.00	$125.00
Phase	**Task**	**Description**	**Labor Dollars**	**Labor Hours**											
1	**1**	**Mobilization and Project Management**	**$14,450.00**	**104**	**4**	**32**	**8**	**8**	**0**	**8**	**0**	**10**	**22**	**12**	**0**
1	**2**	**Condition Asessment of LS's**	**$40,570.00**	**290**	**0**	**48**	**50**	**40**	**12**	**0**	**0**	**38**	**42**	**28**	**32**
		Review Data & Functionality Analysis	**$8,870.00**	**64**		8	16	8	12			6	10	4	
		Collect Input from City Staff	**$1,500.00**	**10**		8	2								
		Site Visits - Obs. & Perf. Tests	**$30,200.00**	**216**		32	32	32				32	32	24	32
1	**3**	**Criticality Assessment**	**$14,520.00**	**110**	**0**	**8**	**16**	**4**	**12**	**0**		**20**	**10**	**16**	**24**
		Criticality Analy./Risk Ratings	**$14,520.00**	**110**		8	16	4	12			20	10	16	24
1	**4**	**Costs and Prioritization**	**$40,640.00**	**304**	**0**	**76**	**64**	**20**	**24**	**0**	**40**	**16**	**24**	**28**	**12**
		Identify Improv. & Costs	**$13,580.00**	**100**		8	16	4	8			12	20	24	8
		Coordinate with City	**$3,000.00**	**20**		16	4								
		Workshop #1 with City	**$1,950.00**	**14**		2	2	2				2	2	2	2
		Workshop #2 with City	**$1,950.00**	**14**		2	2	2				2	2	2	2
		Draft technical memorandum	**$12,520.00**	**96**		32	24	8	8		24				
		Final technical memorandum	**$7,640.00**	**60**		16	16	4	8		16				
1	**5**	**Wet Well Pumps and MCC Analysis**	**$4,020.00**	**30**	**0**	**2**	**4**	**8**	**12**	**0**	**0**	**0**	**4**	**0**	**0**
		Power Eff. Analysis	**$4,020.00**	**30**		2	4	8	12				4		
		Labor Totals:	**$114,200.00**	**838**	**4**	**166**	**142**	**80**	**60**	**8**	**40**	**84**	**102**	**84**	**68**
					$680.00	**$24,900.00**	**$21,300.00**	**$12,000.00**	**$6,600.00**	**$520.00**	**$3,400.00**	**$10,500.00**	**$15,300.00**	**$10,500.00**	**$8,500.00**

DIRECT EXPENSES:

Description		**Amount**
Parametrix travel & per diem (4 nights - 2 persons)	$	2,250.00
Mileage expenses	$	500.00
Confined space entry equipment rental	$	1,900.00
Testing Equipment Rental incl. Ultrasonic Flow Meter	$	1,000.00
Expense Total:	$	5,650.00

Project Total: $ 119,850.00

CONTRACT EXHIBIT D

2019 WASTEWATER LIFT STATIONS CONDITION ASSESSMENT
RFP - ATTACHMENT "A"

Summary Table of Lift Station Characteristics

Pump Station Name Site Address	ID #	Lift Sta. Type	# pumps at Hp ea.	Force Main Size	Force Main Pipe Type	FM Pipe Length	Static Head	Water Hammer Control	Capacity **** (gpm)	Year Installed	Year Station Upgraded	Emergency Power or Storage	
												Type	Comment
Elm St. 127 N. Elm St.	3322	Wet/Dry Pit	2 at 7.5	8"	C.I.	220 ft	33'	no	100	1958	2005 (COS)	Power	Nat. Gas Gen-set added 2011
Francis & Assembly 6209 N. Assembly St.	3328	Wet/Dry Pit	2 at 7.5	6"	C.I.	530 ft	38'	no	150	1962		Power	Nat. Gas Gen-set added 2008
Francis & Cannon 2008 W. Francis Ave.	3324	Wet/Dry Pit	3 at 7.5	12"	C.I.	1684 ft	61'	no	742	1958	2004 (COS)	Power	Nat. Gas Gen-set
Lower Crossing 330 N. Lower Crossing St.	3392	Submersible Grinder	2 at 7.5	4"	D.I.	650 ft	73'	no	78	1993		Storage	7 VF in wet well
Wind River 7515 N. Tucannon St.	3388	Wet/Dry Pit	2 at 10	6" to 4"	PVC SDR26-160psi	3208 ft 985 ft	19'	no	100	1990		Power	Nat. Gas Gen-set

****Operating with one pump in reserve, drawdown tested

COS = City of Spokane

235-1

PARAMETRIX, INC.
PARAMETRIX, INC.
C/O ACCOUNTS PAYABLE
PARAMETRIX INC
1019 39TH AVE SE SUITE 100
PUYALLUP WA 98374

DETACH BEFORE POSTING

STATE OF WASHINGTON

BUSINESS LICENSE

Unified Business ID #: 600135349
Business ID #: 001
Location: 0006
Expires: Dec 31, 2019

Profit Corporation

PARAMETRIX, INC.
PARAMETRIX INC
835 N. POST STREET, SUITE 201 BLDG 201
SPOKANE, WA 99201

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - ACTIVE

REGISTERED TRADE NAMES:
PARAMETRIX INC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2019

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

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

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
License #0020739

CONTACT NAME:
PHONE (A/C, No, Ext): 510-465-3090 **FAX (A/C, No):** 510-452-2193
E-MAIL ADDRESS: certificates@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Company of Reading PA	20427
INSURER D : XL Specialty Insurance Co.	37885
INSURER E : Valley Forge Insurance Company	20508
INSURER F :	

INSURED PARAINC-01
Parametrix, Inc.
1019 39th Ave. SE Suite 100
Puyallup, WA 98374
(253) 604-6600

COVERAGES **CERTIFICATE NUMBER:** 1234678899 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
E	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			6050531433	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6050531383 6050531402	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA STOP GAP $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Pollution Liability Included			DPR9932956	11/1/2019	11/1/2020	Per Claim Annual Aggregate Retroactive Date:	$1,000,000 $1,000,000 01/01/1969

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
Project Name: Wastewater Lift Stations Condition Assessment
City of Spokane, its officers and employees are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement.

CERTIFICATE HOLDER

City of Spokane
Attn: Samantha Johnson
909 E Sprague Avenue
Spokane WA 99202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stefanie Fuller

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part,** including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:

A. unless paragraph **B.** below applies,

1. **bodily injury**, **property damage**, or **personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or

2. **bodily injury** or **property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if

a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and

b. this **coverage part** provides such coverage.

B. **bodily injury, property damage,** or **personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:

1. this **coverage part** provides coverage for **bodily injury** or **property damage** included within the **products completed operations hazard**; and

2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.

II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;

3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **(4)** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/6/2019
		Clerk's File #	OPR 2019-0991
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	BRANDON 625-6419	Project #	2016081
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	4250-WALK BIKE BUS (WBB)-CINCINNATI GREENWAY:INTER-AGENCY		

Agenda Wording

Inter-Agency Agreement between the City and Spokane Health District (SRHD) to implement Walk Bike Bus (WBB) program for 2020.

Summary (Background)

The City partnered with the Spokane Regional Health District (SRHD) to implement Walk Bike Bus (WBB) program in conjunction with the Cincinnati Greenway Infrastructure project. Funding for the WBB program and Cincinnati Greenway included a combination of federal and local funds. With the City managing the funding program for this project, an interlocal agreement will need to be implemented to allow SRDH to invoice their involvement. The program

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Expense	$ 103,962.00	# 3200-95100-42800-54201-86019
Revenue	$ 120,187.00	# 3200-95100-99999-33320-86019
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PIE 10/28/19
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	bblankenagel@spokanecity.org	
Additional Approvals		aduffey@spokanecity.org	
Purchasing		publicworksaccounting @spokanecity.org	
GRANTS &	STOPHER, SALLY	cweiler@srhd.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

invoicing shall not exceed $103,962.00 and will be matched by staff costs at SRHD equaling $16,225.00 for a total program value of $120,187.00.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Integrated Capital Management
Subject:	Walk Bike Bus (WBB)- Cincinnati Greenway: Inter-Agency Agreement
Date:	09-23-19
Author (email & phone):	Brandon Blankenagel 625-6419
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience; PIES
Type of Agenda item:	☐ Consent ■ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6-Year Program
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Inter-Agency Agreement to be achieved between City and Spokane Regional Health District to implement WBB program for 2020

Background/History:

The City partnered with the Spokane Regional Health District (SRHD) to apply for federal funding for the Cincinnati Greenway project. The project included an outreach component, Walk Bike Bus (WBB), to be managed by the Health District. This program consists of individual marketing and mentoring aimed to encourage people to use alternative modes of transportation for daily trips, and was to be conducted after construction of the greenway.

Funding for the WBB program and Cincinnati Greenway included a combination of federal and local funds. With the City managing the funding program for this project, an interlocal agreement will need to be implemented to allow SRHD to invoice their involvement. The program invoicing shall not exceed $103,962, and will be matched by staff costs at SRHD equaling $16,225, for a total program value of $120,187.

Executive Summary:

- *The Cincinnati Greenway project includes an outreach component to be conducted by the Spokane Regional Health District.*
- *The City is the funding manager for the overall project, and will need to enter an Inter-Agency Agreement with SRHD to enable invoicing for their efforts.*
- *Funding is a combination of federal CMAQ, City TBD, and City Arterial Street dollars.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

OPR 2019-0991

AGREEMENT

SPOKANE REGIONAL HEALTH DISTRICT'S WALK BIKE BUS (WBB) PROGRAM

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the **SPOKANE REGIONAL HEALTH DISTRICT** located at 1101 West College Avenue, Spokane, Washington 99201 ("SRHD"). Hereafter referenced together as the "parties", and individually a "party".

WHEREAS, Spokane Regional Health District's Walk Bike Bus (WBB) Spokane program is based on a highly successful individual marketing program designed to get people out of their cars and choosing sustainable alternatives such as transit, biking and walking for shopping, school, groceries and other non-work trips. The long-term goals of the WBB program are to improve air quality, relieve congestion and improve community health; and

WHEREAS, the program is directed at residents interested in increasing their number of non-car trips for shopping, work, school, and errands. Spokane Regional Health District (SRHD) has implemented the program successfully for the last four years in neighborhoods throughout the community; and

WHEREAS**,** for 2020, the program will be implemented in the area of the City of Spokane's Cincinnati Greenway infrastructure project.

NOW, THEREFORE, based on the foregoing, the parties enter into the following Agreement:

Section 1. SRHD will:

1. Oversee the planning, implementation and evaluation of the WBB program by:
   a. Targeting a geographic location area around the Cincinnati Greenway project with at least 450 households.
   b. Conduct assessment and outreach to better understand the marketing needs of the residents in the area.
   c. Recruit residents to participate in the WBB program.
   d. Implement marketing strategies, educational materials, events and trainings for participants from May to September 2020.
   e. Evaluate the effectiveness of the WBB program and provide a report to the City of Spokane by December 31, 2020.

2. Comply with all Federal Highway Administration (FHWA) guidelines for transportation projects, including Title VI compliance.

3. Submit monthly reimbursement invoices to the City of Spokane.

4. Provide an in-kind dollar amount of 13.5% the total cost ($16,225).

Section 2. City of Spokane will:

1. Reimburse SRHD when invoices are received not to exceed $103,962.

2. Participate in planning process and assist with identifying the specific geographic location for 2020 WBB implementation.

Section 3. Term. This Agreement shall be effective from January 1, 2020 to December 31, 2020 unless extended by mutual written agreement of the parties or terminated pursuant to Section 7.

Section 4. Funding. The City agrees to provide a maximum amount not to exceed **ONE HUNDRED THREE THOUSAND NINE HUNDRED SIXTY TWO AND NO/100 DOLLARS ($103,962.00)** to SRHD for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described above, and shall not be exceeded without the prior written authorization by the City in the form of an executed amendment to this Agreement.

Section 5. Reimbursement. The SRHD shall submit on a monthly basis its invoice for reimbursement for services performed under this Agreement. Reimbursements shall be submitted to Brandon Blankenagel, Spokane, WA 99201. Invoices shall be paid within thirty days of submittal.

Section 6. Insurance. During the term of the contract, SRHD shall maintain in force at its own expense, the following insurance:

- **A.** Workers' 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 or Stop Gap Insurance.
- **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 premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, their officers, employees and agents are additional insurers but only with respect to the Contractor's services to be provided under the contract; and
- **C.** Property insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Property Hazard or XCU (Explosion, Collapse, Underground) insurance should be provided if any hazard exists.

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

As evidence of the insurance coverages required by this contract, SRHD shall furnish acceptable insurance certificates to the City at the time the SRHD returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies shall be provided to the Library. The SRHD shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Section 7. Termination. Either party may terminate this Agreement by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the City shall reimburse SRHD for all invoices for work performed up to the time of termination.

Section 8. Assignment. This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract, in whole or in part, its interest in this Agreement without the prior written consent of the other Party. The City recognizes and gives its approval for SRHD to use its sub-contractors to perform their respective types of outreach for this program.

Section 9. Anti-Kickback. No officer or employee of the City or SRHD, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

Section 10. Indemnification. Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this Agreement.

Section 11. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

Section 12. Entire Agreement and Amendment. This Agreement represents the parties' entire agreement with respect to the matters specified herein.

Section 13. Governing Law and Venue. It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Agreement shall be in the County of Spokane, Washington.

Section 14. Debarment and Suspension.

SRHD 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.

Section 15. Severability. Any provision of the Agreement, which is prohibited or unenforceable, shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 16. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 17. Contact Information. Representatives and their contact information, for each party, are as follows:

A. For the City of Spokane: Brandon Blankenagel, Integrated Capital Management, 808 West Spokane Falls Blvd., Spokane, WA, 99201;

B. For the Spokane Regional Health District contact: Cindy Green, Healthy Communities, 1101 W. College Ave, Spokane, WA 99201, 509-324-1664.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

Dated: _____

SPOKANE REGIONAL HEALTH DISTRICT COMMISSION

By: _____

Title: _____

Attachments to this Agreement:
Certificate Regarding Debarment

19-167a

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/6/2019
		Clerk's File #	OPR 2019-0992
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	ERIC OLSEN 835-4505	Project #	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1560 - SAFE STREETS AGREEMENT		

Agenda Wording

Operational agreement between the members of the Spokane Regional Safe Streets Task Force (SRSSTF) - Spokane County Sheriff's Office (SCSO), Spokane Valley Police Department (SVPD), and Spokane Police Department (SPD).

Summary (Background)

SRSSTF is a multi-jurisdictional drug and gang task force whose purpose is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging gangs and mid to upper level drug trafficking organizations operating in the Spokane County area. The task force is made up of officers from the member agencies and is funded by local funds, grant funds and forfeitures. Five officers from SPD are members of the SRSSTF task force. - Open agreement.

Fiscal Impact	Grant related? YES Public Works? NO	Budget Account
Neutral	$ 0	# 0
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEIDL, CRAIG	Study Session	PSCH Meeting
Division Director	MEIDL, CRAIG	Other	
Finance	SCHMITT, KEVIN	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
GRANTS &	BROWN, SKYLER		

10/30/2019 08:33:23 AM 6858728
Recording Fee $111.50 Page 1 of 9
Agreement SPOKANE REGIONAL SAFE STREETS TASK FORCE
Spokane County Washington

RETURN NAME and ADDRESS

V/O

SPOKANE REGIONAL SAFE STREETS TASK FORCE
1100 W MALLON
SPOKANE WA 99260-0300

Please Type or Print Neatly and Clearly All Information

Document Title(s)
AGREEMENT

Reference Number(s) of Related Documents
5495542, 6006742, 6100830, 6260654, 6364716, 6451205

Grantor(s) (Last Name, First Name, Middle Initial)
GOVERNMENT: SHERIFF SPOKANE CO, SPOKANE VALLEY PD, SPOKANE POLICE DEPT
SPOKANE CO PROSECUTING ATTORNEY OFFICE

Grantee(s) (Last Name, First Name, Middle Initial)
GOVERNMENT: SHERIFF SPOKANE CO, SPOKANE VALLEY PD, SPOKANE POLICE DEPT
SPOKANE CO PROSECUTING ATTORNEY OFFICE

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)
NA

Assessor's Tax Parcel ID Number NA

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is $50.

Signature of Requesting Party

Spokane Regional Safe Streets Task Force
1100 West Mallon
Spokane, Washington 99260-0300

SPOKANE REGIONAL SAFE STREETS TASK FORCE OPERATIONAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES PURSUANT TO RCW 39.34 AND RCW 10.93. IT DESCRIBES THE DURATION, PURPOSE, FORMATION, ADMINISTRATION, TERMINATION, AND FINANCING OF THE SPOKANE REGIONAL SAFE STREETS TASK FORCE (SRSSTF).

THIS AGREEMENT REPLACES THE AGREEMENT SIGNED BY THE REPRESENTATIVE AGENCY HEADS IN 2015, AND FILED WITH THE SPOKANE COUNTY AUDITOR, FILE #6451205.

I. PURPOSE

Spokane County and the surrounding region have experienced a continuing increase in illegal drug manufacturing and trafficking, along with an increase in related criminal activity. Experience has shown that individual agencies, acting separately, do not have the capacity to significantly impact the mid to upper level manufacturing, trafficking, and distribution of illegal drugs.

The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF), is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.

II. ORGANIZATION / PARTICIPATING AGENCIES

The Spokane County Sheriff's Office (SCSO), Spokane Valley Police Department (SVPD), and the Spokane Police Department (SPD), agree to assign full-time commissioned officers to the SRSSTF as set forth in this agreement by the SRSSTF Board of Directors (BOD).

The SCSO/SVPD agrees to assign one full-time Sheriff Technical Assistant 3 for administrative support. The SCSO/SVPD agrees to assign three full-time Detectives, one full-time Deputy and one full-time Sergeant.

The SCSO/SVPD also agrees to assign an Inspector or Lieutenant who will have the responsibility of SRSSTF Commander. The Task Force Commander may have other duties within the SCSO/SVPD, but will dedicate the necessary time to the administration of the SRSSTF.

The SPD agrees to assign three full-time Detectives, one full-time Officer, and one full-time Sergeant.

The SPD and SCSO/SVPD Sergeants will share the duties as unit supervisors. They will be responsible for supervision of day-to-day Task Force operations, pursuant to the direction of the Task Force Commander.

The Spokane County Prosecuting Attorney's Office (SCPAtty) agrees to assign prosecutors to the SRSSTF. Assigned prosecutors will have the responsibility to prosecute criminal and civil forfeiture cases generated and filed by the SRSSTF.

All persons assigned to the SRSSTF shall work under the direct supervision of the unit supervisors. All persons assigned to the unit shall adhere to the rules and regulations as set forth in the SRSSTF policy and procedures manual, applicable FBI policies and procedures, as well as their individual departmental rules, policies and procedures. Variance between SRSSTF policy and procedures and individual agency rules, policies and procedures shall require the employee to comply with his/her individual agency rules, policies, and procedures. When operating under the authority of their FBI Task Force members shall adhere to that agency's respective policies and procedures. In the event of conflict regarding supervision and operation of the Task Force, the SUPERVISION AND CONTROL and OPERATIONS sections of the MOUs between the FBI and individual agencies will supersede this Operational Agreement.

For the purpose of indemnification of the above identified Participating Agencies against any losses, damages, or liabilities arising from the activities of the SRSSTF, the assigned personnel shall be deemed to be continuing under the employment of his/her individual agency. Each agency contributing personnel to the SRSSTF will continue that employee as an employee of the Participating Agency and will be solely responsible for the employee.

Any duly sworn peace officer, while assigned to the SRSSTF and working at the direction of the SRSSTF Board of Directors, Commander, and unit supervisors, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

Travel Policy

For the purpose of establishing a single travel policy for all persons assigned to the SRSSTF, regardless of the individual person's department or agency, all persons assigned to the SRSSTF, while traveling on either day trip or per diem, will comply with Spokane County's travel policy that is in effect at the time of the travel. (Amendment to Task Force Operational Agreement (#6006742), Auditor File Number #6100830).

ADMINISTRATION

Overall governance of SRSSTF operations, including the setting of investigative priorities and general operating procedures, will be vested in a Board of Directors (BOD) consisting of the elected official/agency executive, or their designee, from each participating agency. Each member of the BOD will have an equal vote in SRSSTF business. In the absence of a majority vote, the deciding vote will be cast by the Executive Director of the BOD. The Executive Director shall be the elected official/ agency executive of the organization which serves as the fiscal agent and Contractor as determined by the BOD.

Under the direction of the BOD, the SRSSTF Commander shall act as the principal liaison and facilitator between the BOD and SRSSTF. The SRSSTF Commander will be responsible for keeping the BOD informed on all matters relating to the function, expenditures, accomplishments, and challenges of the SRSSTF.

The BOD may meet monthly to review the SRSSTF activities and policies. Extra sessions can be called by any member of the BOD, or at the request of the SRSSTF Commander. When the BOD votes on any matter, a majority shall be required for passage. In the absence of a majority vote, the Executive Director of the BOD will cast the deciding vote. In an emergency, the SRSSTF Commander may conduct a telephone poll of the BOD to resolve an issue.

Full time participation in the SRSSTF by additional agencies will occur only if a Memorandum of Understanding (MOU) has been completed between the SRSSTF BOD and the new participating agency. Once the MOU is established, the new agency may be awarded a seat and a vote as a member of the SRSSTF BOD. Additional local agencies may, with a formal MOU, participate in a limited role and with approval of the Task Force Commander. Federal agencies may participate in the task force without a formal MOU, which will result in a limited role and with the approval of the Task Force Commander. Federal Agencies who do not establish an MOU with the BOD may have a vote and may be considered members of the SRSSTF BOD, with prior approval of the BOD.

TASK FORCE BUDGET / FINANCIALS

The SRSSTF will have four funding sources. These sources will be used for the SRSSTF maintenance and operation and capital expenses, as well as some personnel expenses, as set forth in the annual SRSSTF budget and approved by the BOD.

Local Funds.
Each Participating Agency will be responsible for all wages and benefits, and standard-issue equipment for its assigned employees. The only exception to this responsibility will be for the Sheriff Technical Assistant 3 (STA3) position within the Task Force. The STA3 position will be funded by Byrne JAG grants funds when available. Since grant and forfeiture funds change annually the personnel costs will also change. The funding source for the STA3 salary will be reviewed annually along with the Task Force's budget. The division of personnel expenses between the SRSSTF budget and Participating Agencies will be addressed annually by the BOD, during the budget process.

JAG Grant funds.
The second funding source, when available, will be the Justice Assistance Grant funds administered each year by the Washington State Department of Commerce. The SCSO will be the contracting agency for the grant and will have the responsibility of administering the grant through the SRSSTF Commander.

Forfeiture funds.
The third funding source will be forfeited funds generated by the enforcement activities of the SRSSTF. The forfeited funds are maintained by the Spokane County Auditor in a designated unreserved fund balance (DUFB) accounts. The forfeited funds will be used in accordance with state statute (RCW 69) and Federal Asset Sharing guidelines. The SCSO, as the fiduciary for the Task Force, will have the responsibility of administering the forfeiture funds through the SRSSTF Commander.

HIDTA funds.
The fourth funding source for SRSSTF activities will be available HIDTA (High Intensity Drug Trafficking Area) funds. The SCSO is the fiduciary for HIDTA funds. HIDTA funds are distributed through the SRSSTF unit supervisors to enhance and support partnerships with other Spokane County narcotic law enforcement entities.

HIDTA funds may be dispersed, at the direction of the SRSSTF unit supervisors, to support cooperative investigations targeting illicit, existing, and emerging violent gangs, and mid to upper level drug trafficking organizations operating in the Spokane County area and the surrounding region.

The SRSSTF Commander will have responsibility for the management of the SRSSTF budget and funds, subject to the direction and approval of the BOD.

SEIZED ASSETS AND REVENUE

The Task Force recognizes an ancillary benefit of asset forfeiture is the potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies through equitable sharing. The Equitable Sharing Program enhances cooperation among federal, state, local, and tribal law enforcement by providing valuable additional resources to each Task Force member agency. Equitable sharing funds are designed to supplement and enhance, not supplant, appropriated agency resources.

The BOD has approved the SCSO/Spokane County as the fiduciary agency for the SRSSTF.

Seized Assets.
Items seized, under either state or federal law, as the result of Task Force investigations will be processed by the SRSSTF in accordance with state and federal laws. All Task Force Participating Agencies agree and understand that all forfeitures of seized assets, which may be awarded to the fiduciary agency, will be retained by the fiduciary agency for task force expenses.

Federal Equitable Sharing funds are awarded to one single agency, known as the fiduciary, designated by the Task Force. The Task Force Participating Agencies will not submit individual sharing requests nor will member agencies receive funds from the fiduciary agency, unless an agreed upon percentage is in place and has been agreed upon by the SRSSTF BOD. These percentages will be reviewed on an annual basis.

The agreed upon percentages for year 2019, as agreed upon by the BOD, is as follows: SCSO/SVPD 33%; SPD 33%; and the SCPAtty 33%.

Monetary assets awarded to the Task Force will be deposited into the DUFB. Non-monetary assets will be disposed of in accordance with state and federal law by the SRSSTF. The proceeds from those items will be deposited into the DUFB. The monetary assets and the proceeds from non-monetary assets seized as a result of a Task Force investigation shall be collectively referred to as "Forfeited Funds."

Forfeited Revenue Distribution.
In June of the calendar year, the Forfeited Fund account will be reviewed. After approved expenditures and required payments have been made, the amount above the approved threshold balance of $400,000 will be divided equally between the Participating Agencies. The only funds available for this type of distribution are assets forfeited under RCW 69.50.505 (9) and (10).

Reporting/Tracking Expenditures of Task Force Forfeited Revenue.
Each Participating Agency is responsible for adhering to state and federal laws for the use of drug-related seizure monies distributed to them. Any federal funds that are awarded to a Participating Agency must be tracked and reported per federal asset-sharing regulations. By accepting forfeiture funds, each Participating Agency acknowledges its compliance with state and federal laws regarding the receipt and expenditure of drug-related forfeiture revenue.

COMPLIANCE WITH THE LAW

The Task Force and all its members shall comply with all federal, state, and local laws affecting the Task Force. The Participating Agencies jurisdictions acknowledge that:

The proceeds of forfeited property must be used only for law enforcement activities related to controlled substances. RCW 69.50.505 (9) and (10) require that 10% of the net proceeds of forfeited property be remitted to the state treasurer for deposit in the general fund. The remaining portion may be used only for "controlled substances related law enforcement activities".

Furthermore, proceeds derived from local government participation in federal seizures and forfeitures of property must be used only for law enforcement purposes as defined in the *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* ("Guide") published by the United States Department of Justice. The *Guide* expressly enumerates both permissible and impermissible uses of funds. Accounting procedures and internal controls established in the *Guide* must also be followed, including the prohibition of commingling equitable shared Department of Justice Funds with funds from any other source, subject to audit by the United States General Accounting Office.

Pursuant to the statute and guidelines, proceeds from both state and federal forfeitures may not be used to supplant preexisting funding sources.

The provisions of this Agreement shall be interpreted and administered in order to ensure compliance with these legal requirements.

MANNER OF ACQUIRING/DISPOSING OF PROPERTY USED

Property/equipment supplied to the SRSSTF by a Participating Agency will remain the property of that agency. Property/equipment purchased with grant or forfeiture funds will remain with the SRSSTF as long as it is operating. Funding and expenditures will be documented. In the event the SRSSTF is disbanded, property/equipment belonging to the SRSSTF and any remaining forfeited funds will stay with the fiscal agency, after compliance with all applicable requirements of the JAG grant contract, RCW 69 and federal asset sharing guidelines regarding property/equipment acquired with grant and/or forfeiture funds.

PUBLIC DISCLOSURE REQUESTS

The SCSO Public Disclosure Office will be responsible for all public disclosure requests regarding cases assigned to the SRSSTF as noted in the LERMS system and will respond according to the Washington State Public Records Act RCW 42.56 and all other applicable RCW's. The Task Force is comprised of the SPD, SCSO, SVPD, and Federal partners. Any requests for information on cases that have been adopted by a federal agency, will have to go through those respective federal agencies for their public disclosure response and process.

Request for Public Records can be completed by visiting the Spokane County website at: https://www.spokanecounty.org/; selecting County Services; then Public Records Request. From there a request can be completed for the Spokane County Sheriff's Office. Or requests can be completed by mail addressed to: Spokane County Sheriff's Office, Attn: Public Disclosure, 1100 W. Mallon Ave., Spokane, WA 99260.

TERMINATION OF AGREEMENT

Participating Agencies may withdraw from the SRSSTF by written statement of termination directed to the BOD. Termination of the agency's participation will take place automatically thirty (30) days after receipt of the written notification, or immediately upon written notification that the agency is unable to sustain the necessary funding for participation. Other than the disbanding of the SRSSTF, no agency will be awarded SRSSTF forfeiture funds because of the agency terminating participation in the SRSSTF. If, at any time Task Force Participating Agencies are not able to comply with the personnel requirements set forth by the BOD, the SRSSTF will be disbanded and the property/equipment and any remaining forfeited funds will be dispersed as described in section V.

DURATION OF AGREEMENT

This agreement shall remain valid as long as law enforcement agencies continue to assign personnel to the SRSSTF and abide by the agreement.

To maintain continuity and validity of the agreement the newly elected official or newly appointed department head of any signing agency will be asked to review and sign an identical agreement. As required by RCW 39.34 this and subsequent agreements will be filed with the Spokane County Auditor.

AGREEMENT

On behalf of my agency, I hereby agree to participate in the SRSSTF in accordance with the policies set forth in this agreement.

Signature	Date	Agency
* Spokane County Sheriff's Office	10/21/2019	Spokane County S.O.
* Spokane Valley Police Department	10/21/19	Spokane Valley P.D.
* Spokane Police Department	10/22/19	Spokane P.D.
* Spokane County Prosecuting Attorney's Office	10/22/19	County Prosecutor

*Signature of elected official/department head of participating city, county, tribal, state, or federal agency.

Briefing Paper
(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Operational Agreement for Safe Streets Task Force
Date:	November 4th, 2019
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of multi-jurisdictional operational agreement for the drug and task force known as the Spokane Regional Safe Streets Task Force (SRSSTF).

Background/History: The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF), is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.

Participating agencies are the Spokane County Sheriff's Office, Spokane County Prosecuting Attorney's Office Spokane Valley Police Department, and the Spokane Police Department.

Executive Summary:

- *SPD will assign three full-time Detectives, one full-time Officer, and one full-time Sergeant*
- *Each participating agency will be responsible for all wages and benefits, and standard-issue equipment for its assigned employees*
- *SCSO will be the contracting agency for any awarded JAG funding, as well as the fiduciary for any forfeited funds generated by the enforcement activities of the SRSSTF and HIDTA (High Intensity Drug Trafficking Area) funds*

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.)

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:

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/6/2019
		Clerk's File #	ORD C35843
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	JENNIFER 625-4056	Project #	
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1620 - JAG FY2019 SBO		

Agenda Wording

Ordinance amending Ordinance No. C-35703 passed by Council on December 10, 2018 to make changes in the appropriations of the Public Safety & Judiciary Grant Fund, FROM Public Safety & Judiciary Grant Fund TO, Various Accounts, same fund.

Summary (Background)

The Spokane Police Department was awarded the 2019 JAG grant from the Department of Justice. The award is shared with the Spokane County Sheriff's Office - $62,744 for Spokane County and the remaining $76,688 is retained by the City of Spokane to be used towards the purchase of police equipment. SPD is requesting a budget increase so it can purchase equipment.

Fiscal Impact	Grant related? YES Public Works? NO	Budget Account
Expense	$ 76,688.00	# 1620-91773-21250-VARIOUS
Revenue	$ 76,688.00	# 1620-91773-21250-33116-99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEIDL, CRAIG	Study Session	PSCH Meeting
Division Director	MEIDL, CRAIG	Other	
Finance	SCHMITT, KEVIN	Distribution List	
Legal	DALTON, PAT	spd finance	
For the Mayor	ORMSBY, MICHAEL	sstopher	
Additional Approvals		Contract Accounting	
Purchasing		sbrown	
GRANTS &	BROWN, SKYLER		

ORDINANCE NO C35843

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage”, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-91773	Judicial Grant Fund – Justice Asst Grant 2019	
	21250-33116	Dept of Justice	$ 76,688
TO:	1620-91773	Judicial Grant Fund – Justice Asst Grant 2019	
	21250-53502	Minor Equipment	$ 76,688

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to order and purchase police equipment as awarded and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Briefing Paper
(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO for JAG19 grant equipment
Date:	November 4th, 2019
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO for purchase of equipment using awarded Edward Byrne Memorial Justice Assistance Grant funds totaling $76,688

Background/History: The City of Spokane Police Department was awarded $139,432 in JAG19 funding through the Department of Justice. The award is shared with the Spokane County Sherriff's Office in the amount of $62,744 and the remaining $76,688 is retained by the City of Spokane to be used towards the purchase of police equipment.

Executive Summary:

- *Additional budget is required for the ordering and purchase of police equipment*
- *Equipment includes weapon sights, ballistic shields, holsters, and ammunition*
- *SBO has a net zero effect on overall budget as SPD will be reimbursed for any spent dollars*
- *Budget for the SCSO subaward is not needed at this time*
- *Total increase to expenditures $76,688*

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.)

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:

Agenda Sheet for City Council Meeting of: 11/11/2019		Date Rec'd	10/30/2019
		Clerk's File #	ORD C35837
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	KATE BURKE 625-6275	Project #	
Contact E-Mail	KATEBURKE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 - ESTABLISHING A UTILITY CHARGE WAIVER FOR QUALIFYING SHELTERS		

Agenda Wording

An ordinance establishing a utility charge waiver for qualifying providers of emergency homeless shelters and declaring an emergency.

Summary (Background)

The most recent point-in-time count showed an increase in the number of unsheltered homeless people in Spokane, which requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers. The City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges should be available.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 190,000 annually	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	Study Session	
Division Director		Other	PIES Comm., 9/23/2019
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35837

An ordinance concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020, and 13.12.050; and adopting a new chapter 13.13 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits "the necessary support of the poor and infirm"; and

WHEREAS, chapters 35.92 and 35.67 RCW authorize cities to "provide assistance to aid low-income persons in connection with services" provided municipal utilities; and

WHEREAS, RCW 35.92.020(5) and RCW 35.67.020(5) authorizes cities to "provide assistance to aid low-income persons in connection with services under" chapter 35.92 RCW and chapter 35.67 RCW; and rates for water, sewer, and solid waste services "must be uniform for the same class of customers or service" and in making classifications, the City Council may consider, among other things, "matters which present a reasonable difference as a ground for distinction" (RCW 35.92.010; 35.92.020(2)(h)); and

WHEREAS, the most recent point-in-time count of people experiencing homelessness in Spokane showed an increase in the number of unsheltered homeless people in our community, and this crisis requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers; and

WHEREAS, upon further analysis and review, the City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges are appropriate and proper; and

WHEREAS, several local non-profit operators of emergency homeless shelters are currently at risk of closing their doors and therefore unable to house people experiencing homelessness who would then have nowhere else to go due to financial constraints; and

WHEREAS, without additional sources of funding or reductions in expenses, such as by reducing the utility charges they face, which can be in the thousands of dollars each month, some of these providers of essential services for Spokane's most vulnerable people may have to cease providing housing for people experiencing homelessness; and

WHEREAS, the City Council determines that the risk that some of these housing providers may have to close without additional financial support constitutes an emergency within the meaning of Section 19 of the Spokane City Charter, such that this ordinance shall be effective immediately upon passage by the vote of one more than a majority of the City Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 13.13 of the Spokane Municipal Code to read as follows:

Chapter 13.13 Credit for Qualified Nonprofit Temporary Housing Operators

Section 13.13.010 Findings, purpose, and applicability

A. The City of Spokane finds that it is important for the City to support people experiencing homelessness in our community. Given the high cost and economics of providing temporary housing for people who are experiencing homelessness, the City finds it is in the best interests of our community to extend a utility fee credit for qualified non-profit providers of such housing.

B. This chapter is intended to provide a specific utility fee credit for qualified nonprofit providers of emergency shelter housing for people who are experiencing homelessness.

Section 13.13.020 Definitions

A. “Emergency shelter” means any facility for the provision of temporary daytime or nighttime shelter for people experiencing homelessness in general, or for specific populations of people experiencing homelessness

B. “Qualified nonprofit” means a Washington state nonprofit corporation formed pursuant to Chapter 24.03, RCW, having a current active and good standing status with the Washington Secretary of State, and actively participating in the City of Spokane’s Homeless Management Information System (“HMIS”).

Section 13.13.030 Qualifications

A. In order to qualify for the utility fee credit established by this chapter, an applicant must be a qualified nonprofit provider of emergency shelter.
B. Qualifying property owners may request that each qualifying property or housing unit receive the credit established by this chapter by submitting a written request to the City of Spokane by submitting the request for the credit through the City website or by calling MySpokane 311. A property owner may make this request through a duly authorized agent. The written request must be accompanied by a certification that the qualifying property owner either currently participates in, or

agrees to participate in, the City of Spokane's Homeless Management Information System ("HMIS") as a condition of receiving the utility fee credit established by this chapter.

C. If approved, the effective date for the credit shall be the month following the City's acceptance of the request. Application of this credit is prospective only; Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due and owing, as previously billed, and subject to collection under to this chapter.

D. If a qualifying nonprofit becomes the owner or lessee of additional property(ies), the owner must submit a new request for a credit for each individual property pursuant to subsection B of this section.

E. The owner or lessee is responsible for reporting any change (*e.g.*, change of ownership, change of use of the property, change of operations such that the property owner no longer provides emergency shelter housing, dissolution of the qualifying nonprofit, etc.) that may affect qualification for the credit. If the owner or lessee fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (*i.e.*, the credit provided, multiplied by the applicable number of months) that may be due to the City.

Section 13.13.040 Credit

A. The credit provided by this chapter shall be one hundred percent (100%) of the monthly wastewater and solid waste collection charges. Water service shall be provided to qualified nonprofit operators of temporary housing at a rate equal to the cost of the water service as provided in RCW 35.92.010.
B. An account which does not receive all three utility services shall only receive partial credit as listed in SMC 13.12.040.

Section 13.13.050 Periodic Review

The program created by this chapter shall expire on December 31, 2022. No later than June 30, 2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

Section 5. That the City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, and that pursuant to Section 19 of the Spokane City Charter, this ordinance shall take effect immediately upon passage by the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council Meeting of: 11/18/2019		**Date Rec'd**	11/4/2019
		Clerk's File #	RES 2019-0100
		Renews #	
Submitting Dept	FIRE	**Cross Ref #**	OPR 2019-0993
Contact Name/Phone	DAVID X7080	**Project #**	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	CR21156
Agenda Item Name	1970 UPGRADE TO HVAC CONTROL SYSTEM AT FIRE FACILITIES		

Agenda Wording

The current HVAC control system is a Windows 7 based system that will be unsupported by Microsoft after January 1, 2020. This control system (front end) needs to be upgraded to current industry standards for system control and cyber security.

Summary (Background)

Control Solutions Northwest, Inc. (CSN) designed the current HVAC system and is the regional Sole Source Provider of Schneider branded components which are used throughout the Combined Communication Building, SFD Training Facility, and SFD Maintenance Shop. CSN quoted $68,798 including WA State Sales Tax, for this project. However, SFD is requesting purchase authority not-to-exceed $86,000 to cover unanticipated expenses that may arise during upgrade of this complex system.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Expense	**$** 36,824.54	**#** 1640-35351-94000-56301-99999
Expense	**$** 7,840.80	**#** 1970-35160-94000-56301-42550
Expense	**$** 24,132.24	**#** 1970-35160-94000-56301-42548
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SCHAEFFER, BRIAN	**Study Session**	
Division Director	SCHAEFFER, BRIAN	**Other**	PSCHC 11/04/19
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT	dstockdill@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sfdaccounting@spokanecity.org	
Additional Approvals		mike.layman@controlsolutionsnw.com	
Purchasing		gary.roylance@controlsolutionsnw.com	

Briefing Paper
(Public Safety and Community Health)

Division & Department:	Fire
Subject:	Upgrade to HVAC Control System at the Combined Communications Building, SFD Training and SFD Maintenance
Date:	November 4, 2019
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner – obtain timely repairs and upgrades to fire stations and other facilities.*
Strategic Initiative:	Public Safety and Community Health
Deadline:	December 31, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade the HVAC control system for the Combined Communications Building, SFD Training and SFD Maintenance to meet current industry standards for control and system security.

Background/History: The current HVAC control system is a Windows 7 based system that will be unsupported by Microsoft after January 1, 2020. This control system (front end) for these critical facilities needs to be upgraded to current industry standards for system control and cyber security. Control Solutions Northwest (CSN) designed the current system with its Schneider brand, proprietary components. As such, CSN can provide the most cost effective upgrade to the system due to minimal component replacement.

Executive Summary:

- **Cost Savings**—CSN designed the current HVAC system and is the regional Sole Source Provider of Schneider branded components which are used throughout all three facilities. As such, CSN can upgrade the current control system with minimal component replacement and maintain interoperability with currently used, proprietary Schneider brand components. It is estimated that the overall project cost would double if a different vendor, using non-Schneider components, was selected as many more components would need to be replaced due to compatibility issues.
- **Project Cost**—CSN quoted $68,798 including WA State Sales Tax, for this project. However, SFD is requesting purchase authority not-to-exceed $86,000 to cover unanticipated expenses that may arise during upgrade of this complex system. This is a 25% increase, including sales tax, over what would be specified in the contract, i.e., the quoted project cost.

Budget Impact:

Approved in current year budget? ☑ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☑ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☑ Yes ☐ No

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

Specify changes required: None

Known challenges/barriers: None

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Control Solutions Northwest, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a contract to supply, install and upgrade the HVAC control system (front end) at Fire Dispatch, Fire Training and Fire Maintenance for $63,175.00 plus sales tax, without public bidding.

WHEREAS, the HVAC System at Fire Dispatch, Training and Maintenance is run by Control Solutions Northwest, and all the equipment to be upgraded is proprietary to Schneider Electric which has authorized Control Solutions Northwest as a factory partner; and

WHEREAS, the existing HVAC control system needs updated as the current Windows 7 based control will not be supported by Microsoft beyond January 1, 2020; and

WHEREAS, Control Solutions Northwest designed the current HVAC control and component systems and as a CSN designed system, the majority of the back end components (controllers) are proprietary and designed to work with other CSN spec'd equipment, including the front end; and

WHEREAS, if an unauthorized contractor obtains or installs Schneider Electric I/A series, Network 8000 series, DMS series products or any 3rd party interfaces, Schneider Electric will not support or warrant the products, applications, and implementations; and

WHEREAS, the pricing and service provided by Control Solutions Northwest is consistent with past purchases; and

WHEREAS, if this sole source is not approved the City would have to re-engineer the HVAC system which would be a greater cost to the City;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the contract with Control Solutions Northwest a sole-source and

BE IT FURTHER RESOLVED that the City Council authorizes a contract in the amount of $63,175.00 plus tax to supply, install and upgrade the HVAC control system (front end) at Fire Dispatch, Training and Maintenance buildings, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF
SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Upgrade of HVAC control system for Dispatch, SFD Training, SFD Maintenance

Requisition Number: _____

Estimated amount of this purchase: $ 63,175 plus tax

Contract Period _____

Department: Fire Contact Person: David Stockdill Phone: 435-7080

Due Date: As soon as possible Work must be completed by: As soon as possible

Date Material/Equipment/Supplies must be delivered by: As soon as possible

Location: 1610, 1618, 1620 North Rebecca

Date Service must begin by: As soon as possible

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Upgrade of the HVAC control system (front end) is needed as the current Windows 7 based control will not be supported by Microsoft beyond 1 January 2020. Control Solutions Northwest (CSN) designed the current HVAC control and component system for Dispatch, SFD Training and SFD Maintenance. As a CSN designed system, the majority of the the back end components (controllers) are proprietary and designed to work with other CSN spec'd equipment, including the front end. Utilizing CSN as the Sole Source provider will minimize the number of additional components needing replacement because they are designed to work together. If another vendor is chosen for this upgrade, many additional components would need to be replaced to ensure system compatibility between the front end and back end. It is estimated that this additional cost would be significant, perhaps double, if another vendor was selected due to the additional parts and labor that would be required.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributers or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Control Solutions Northwest is the only local provider of this proprietary industrial HVAC control equipment. It is common practice in the commercial HVAC industry for service providers to provide their own proprietary equipment that will not properly integrate with the proprietary equipment from another service provider that uses a different manufacturer's products.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

Yes, the equipment involved is proprietary.

4. Explain why the price for this product or service is considered to be fair and reasonable.

As described in Section 1, the alternative course of action is to hire a different vendor who would provide their own proprietary equip which would significantly increase overall cost.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Prior experience with this vendor: Control Solutions has a proven track record of maintaining costs for contract renewals from year to year and minimizing cost increases when they are unavoidable.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

The Dispatch Center at 1620 N Rebecca is the critical centerpiece of the City and County Public Safety system. Maintaining adequate control of the HVAC system is essential for the proper operation of this facility. Similarly, the SFD Maintenance facility at 1610 N Rebecca and the SFD Training Center (which doubles as an Emergency Operations Center) at 1618 N Rebecca, are both mission essential facilities within the Public Safety sector.

Requested Vendor: Control Solutions Northwest

Vendor's Address: 7222 E. Nora Ave. Spokane Valley, WA 99212

Vendor Contact: Gary Roylance Phone: (509) 892-1121

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer) — Date: 15 OCT 2019

Signature of Department Head or Designee — Date: 15 OCT 2019

Approval by Purchasing (Over $50,000) — Date: 11/4/19

Approval by Grants Management
(Required for grant funded purchases) — Date

Rev. 8/2017

15 October 2019

City of Spokane, WA
Spokane Fire Department

Attn: David Stockdill

Subject: Schneider Electric Factory Authorized Partner

Dear David,

Schneider Electric's three most important assets are our customers, partners and employees. As a customer, we want to take this opportunity to thank you for doing business with us and let you know that we are dedicated to help you protect your investment with us and ensure that you receive the best benefit possible in return.

It is with pleasure to confirm that Control Solutions NW is our Factory Partner authorized to represent the Schneider Electric I/A series, Network 8000 series and DMS series product lines in Spokane, WA.

Control Solutions NW is factory trained to provide engineering, networking, programming, graphics generation, systems installation, commissioning, expansion, integration, and follow-up service for the Schneider Electric I/A series, Network 8000 series and DMS series product lines.

This information and training are proprietary to Schneider Electric and our factory authorized partners.

Control Solutions NW is also the contact to access proprietary Schneider Electric I/A series, Network 8000 series and DMS series product technical support, product warrantee, training, and specialized programs. If an unauthorized contractor obtains and installs Schneider Electric I/A series, Network 8000 series, DMS series products or any 3rd party interfaces, Schneider Electric does not support or warrant the products, applications, and implementations.

To maintain the integrity, performance, and sustainability of your Schneider Electric I/A series, Network 8000 series, or DMS series systems and follow factory supported and proven migration solutions, we always recommend utilizing factory authorized Schneider Electric Partners.

Should you have any questions or concerns, please do not hesitate to contact me at (503.847.7019 cell or 503.538.4246 office) at your convenience.

David Colby
Regional Partner Xpert
Digital Energy Division
Schneider Electric

D +1503.538.4246
M +1503.847.7019
Customer Care 888.444.1311
E david.colby@se.com
Alt E david.colby@schneider-electric.com
Skype david.colby@se.com

18220 Northeast Dopp Road
Newberg Oregon 97132
United States

Download mySchneider app
24/7 support. Mobile catalog. Access to expert help.

*Please consider the environment before printing this e-mail

Control Solutions Northwest, Inc.
7222 E. Nora Spokane WA 99212
P (509) 892-1121 F (509) 892-1135

Budget Proposal: City of Spokane

To: Curtis Harris **Date: 6/20/2019**

Project: A.S Upgrades **Proposal Number: 4319-0620**

Scope of work Combined Communications:

- Replace the existing UNC controller with an updated A.S controller
- Replace Twenty-Four VAV controllers
- Replace control chips on fifteen existing controllers with an updated chip
- Provide updated graphics and programming
- Use existing wiring and field devices to reduce costs, where possible
- City to supply the computer based on requirements of Schneider Electric
- City to supply Visio license
- Agency Pricing

Spokane Fire Department	27%	$9,130.05
Spokane Police Department	25%	$8,453.75
SREC	48%	$16,231.12

Total price: $33,815.00 (Thirty-three thousand eight hundred and no 00/100) plus tax

TERMS: NET 30 DAYS The standard terms and conditions of sale attached.

Control Solutions Northwest Inc.

Accepted for _____ Proposed by: Gary Roylance

By _____ Title: Service Manager

Title _____ Accepted by _____

Date _____ Title _____

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN BUYER'S PURCHASE ORDER, SELLER WILL ACCEPT BUYER'S ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN SELLER AND BUYER UNDER WHICH BUYER'S ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT BUYER'S ORDER ONLY ON THE EXPRESS CONDITION THAT BUYER AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND ON THE ATTACHMENTS HERETO; AND BUYER'S ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE AGREEMENT TO SUCH TERMS AND CONDITIONS.

Scope of work Fire Maintenance:

- Replace existing UNC controller with an updated A.S controller
- Provide updated graphics and programming
- Use existing field devices and controllers to reduce costs, where possible
- New A.S will communicate via the existing network

Price: $ 7,200.00 (Seven thousand two hundred and no 00/100) plus tax

Scope of work Fire Training:

- Replace existing UNC controller with an updated A.S controller
- Replace nineteen controllers
- Use existing field devices to reduce cost, where possible
- Provide updated graphic and programming
- New A.S will communicate via the existing network

Price: $22,160.00 (Twenty-two thousand one hundred sixty and no 00/100) plus tax

Total for all Three Buildings:

$ 63,175.00 (Sixty-three thousand one hundred seventy-five and no 00/100) plus tax

-Terms and Conditions on following pages

Conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed of legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions, SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES, OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER, SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware**. The term "goods" as used herein shall include firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.

2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its own option, make partial shipments and invoice for same.

3. **Payment/Credit/Security.** Payment terms for the buyers with a credit standing deemed adequately Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.
In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. **Cancellation by Customer**

   (a) Except as provided in subparagraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

   (b) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

1. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers, or other non-employees of Supplier.

   As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for CSN equipment and for building management systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time.

   These express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS ANDSERVICES FURNISHED BY SUPPLIER.

   In the case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

   Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration, or accident before replacement is made or credit issued.

2. **Force Majeure.** Supplier and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical; strikes, riots, fires, ware, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control Supplier.

3. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special, or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair, or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.

4. **Governing Law.** The law of the State of Washington shall govern all transactions to which these standard terms and conditions apply.
5. Prices in this quotation remain effective 45 days from date of issue.

OPR 2019-0993

City of Spokane

PUBLIC WORKS CONTRACT

Title: **REPLACE HVAC CONTROLS AT CCB, SFD SHOP AND SFD TRAINING FACILITIES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane, Washington, 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to **REPLACE HVAC CONTROLS AT CCB, SFD SHOP AND SFD TRAINING FACILITIES**; and*

WHEREAS, the Contractor has been deemed a sole source provider by resolution approved by City Council.

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

1. TERM OF CONTRACT.
This Contract shall begin on December 1, 2019 and ends on March 31, 2020 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") as outlined above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in Contractor's Proposal dated June 20, 2019, Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **REPLACE HVAC CONTROLS AT CCB, SFD SHOP AND SFD TRAINING FACILITIES.**

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SIXTY EIGHT THOUSAND SEVEN HUNDRED NINETY SEVEN AND 58/100 DOLLARS** (**$68,797.58**), including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to City of Spokane Fire Department., 44 West Riverside Avenue, Washington, 99201All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

5. CONTRACT DOCUMENTS.
The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

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

“Statement(s) of Intent to Pay Prevailing Wages” on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

9. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

10. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

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

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

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

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

20. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

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

22. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.

B. The Contractor, 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.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. 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.

H. **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 Contract.

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

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 by having legally-binding representatives affix their signatures below.

CONTROL SOLUTIONS NORTHWEST, INC.	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A – Contractor's Proposal dated June 20, 2019
Exhibit B – Certification Regarding Debarment
Certification of Compliance with Wage Payment Statutes –

19-207

EXHIBIT A

ATTACHMENT B

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.

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

Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (INSERT DATE), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president or any other corporate officer accompanied by evidence of authority to sign, which shall be provided to the City of Spokane upon request. If a co-partnership, proposal must be executed by a partner.*

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	11/4/2019
		Clerk's File #	RES 2019-0101
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	MAREN 6737	Project #	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	SHADLE AREA NEIGHBORHOOD PLAN		

Agenda Wording

A resolution recognizing the Shadle Area Neighborhood Plan as a declaration of the Audubon-Downriver and Northwest neighborhood's desired future condition, providing direction for neighborhood-based improvement activities,

Summary (Background)

The Shadle Area Neighborhood Plan is the result of two years of work by the neighborhood councils and residents, partners, City staff, and various technical experts and consultant. The plan presents a community vision for the Shadle area, which includes a review of land uses; identifies pedestrian and multimodal improvements; examines traffic-calming measures; and explores opportunities related to existing parks and recreational features.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	
Division Director	CORTRIGHT, CARLY	Other	Urban Experience on
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	mmurphy@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	htrautman@spokanecity.org	
Additional Approvals		tblack@spokanecity.org	
Purchasing		sbishop@spokanecity.org	
		jchurchill@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

as well as neighborhood priorities involving future projects.

Summary (Background)

The outcome will help improve walkability and bicycling, public safety, access to services, and overall neighborhood character.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

RESOLUTION NO. 2019-0101

A RESOLUTION RECOGNIZING THE ATTACHED SHADLE AREA NEIGHBORHOOD PLAN AS A DECLARATION OF THE AUDUBON-DOWNRIVER NEIGHBORHOOD'S AND NORTHWEST NEIGHBORHOOD'S DESIRED FUTURE CONDITION, PROVIDING DIRECTION FOR NEIGHBORHOOD-BASED IMPROVEMENT ACTIVITIES, AS WELL AS NEIGHBORHOOD PRIORITIES INVOLVING FUTURE PROJECTS.

WHEREAS, the City of Spokane is currently divided into 29 neighborhoods, including the Audubon-Downriver and Northwest neighborhoods which generally comprises those portions of the City lying north of Downriver Park and Northwest Blvd and south of Francis Avenue and southwest of Nine Mile Road; and,

WHEREAS, the City of Spokane Charter, Section 73, provides for the establishment of Neighborhood Councils. Two such Councils have been formed and recognized for the Audubon-Downriver and Northwest neighborhoods according to City requirements; and,

WHEREAS, according to City of Spokane Charter Section 74, Neighborhood Councils may review and recommend a pan to the City Council and the Plan Commission regarding matters affecting the neighborhood; and,

WHEREAS, the Spokane City Council allocated $550,000 in neighborhood planning funds in 2007, which has been divided among each neighborhood, totaling $21,150 for each neighborhood that opted into the program; and,

WHEREAS, the Audubon-Downriver and Northwest neighborhoods was selected in 2017 to initiate its initial planning process, utilizing the above funding; and,

WHEREAS, the City of Spokane and the neighborhoods signed a Memorandum of Understanding on November 28, 2017, to combine their funding for a total of $42,300 for the purposes of studying pedestrian and multimodal improvements, traffic calming measures, public safety, and land use considerations in the area around the Shadle Center, Shadle Park, Shadle Library, Shadle High School, and Glover Middle School;

WHEREAS, the City of Spokane and neighborhoods secured the services of a consultant for the purpose of preparing the plan (OPR 2019-0181), and signed a contract on February 1, 2019. SCJ Alliance of Spokane ("the consultant") was selected as that consultant; and,

DRAFT

WHEREAS, the City, neighborhoods, and the consultant held a series of public meetings, workshops, open houses, and a community survey for the purposes of collecting information from stakeholders and the public and developing the features of the plan from March through August in 2019; and,

WHEREAS, a draft plan was completed by the consultant and presented to the neighborhoods on September 10, 2019; and,

WHEREAS, the Audubon-Downriver and Northwest Neighborhood Councils met on September 10, 2019 and voted to approve the plan; and,

WHEREAS, the Plan Commission recommended the Spokane City Council approve the resolution recognizing the plan on October 9, 2019; and,

WHEREAS, the plan's recommendations do not direct nor result in any change to land use or zoning in the Shadle area or Audubon-Downriver and Northwest neighborhoods; and,

WHEREAS, the plan documents the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and projects, specifically as they relate to future actions in the Shadle area; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Shadle Area Neighborhood Plan is recognized as a written record of the Audubon-Downriver neighborhood's and Northwest neighborhood's ongoing desire and effort to continue building a vibrant, health, active, safe, and connected neighborhood for all neighborhood and community residents.

DRAFT

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CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE SHADLE AREA NEIGHBORHOOD PLAN

A recommendation of the City of Spokane Plan Commission to the City Council in the matter of a proposed neighborhood plan, titled the Shadle Area Neighborhood Plan ("the plan"), prepared by the Audubon-Downriver Neighborhood Council and Northwest Neighborhood Council, as a guide for neighborhood-based improvement activities in the vicinity Shadle area.

FINDINGS OF FACT:

A. The City of Spokane Charter, Section 73, provides for the establishment of Neighborhood Councils. Two such Councils have been formed and recognized for the Northwest and Audubon-Downriver Neighborhoods according to City requirements

B. The City of Spokane is currently divided into 29 neighborhoods, including the Northwest and Audubon-Downriver neighborhoods which comprises those portions of the City lying north of Downriver Park and Northwest Blvd and south of Francis Avenue and southwest of Nine Mile Road.

C. According to City of Spokane Charter Section 74, Neighborhood Councils may review and recommend a pan to the City Council and the Plan Commission regarding matters affecting the neighborhood.

D. The Spokane City Council allocated $550,000 in neighborhood planning funds in 2007, which has been divided among each neighborhood, totaling $21,150 for each neighborhood that opted into the program.

E. The Audubon-Downriver and Northwest neighborhoods were selected in 2017 to initiate its initial planning process, utilizing the above funding.

F. the City of Spokane and the neighborhoods signed a Memorandum of Understanding on November 28, 2017, to combine their funding for a total of $42,300 for the purposes of studying pedestrian and multimodal improvements, traffic calming measures, public safety, and land use considerations in the area around the Shadle Center, Shadle Park, Shadle Library, Shadle High School, and Glover Middle School.

G. The City of Spokane and neighborhoods secured the services of a consultant for the purpose of preparing the plan (OPR 2019-0181), and signed a contract on February 1, 2019. SCJ Alliance of Spokane ("the consultant") was selected as that consultant.

H. The City, neighborhoods, and the consultant held a series of public meetings, workshops, open houses, and a community survey for the purposes of collecting information from stakeholders and the public and developing the features of the plan from March through August

DocuSign Envelope ID: 55F10232-F51A-436A-B055-211EB6AFC7BE

I. A draft plan was completed by the consultant and presented to the neighborhoods on September 10, 2019.

J. The plan documents the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and projects, specifically as they relate to future actions in the Shadle area.

K. The Audubon-Downriver and Northwest Neighborhood Councils met on September 10, 2019 and voted to approve the plan.

L. Public comments and feedback from City departments and partners identified some possible changes needed in the plan related to transportation infrastructure, bicycle infrastructure, and other pedestrian improvements around the area. Those changes were incorporated into the final plan and presented at the Plan Commission hearing on October 9, 2019.

M. The Plan Commission recognizes that the plan's recommendations do not direct nor result in any change to land use or zoning in the Shadle area or Audubon-Downriver and Northwest neighborhoods.

CONCLUSION AND RECOMMENDATION:

In the matter of the Shadle Area Neighborhood Plan, the Plan Commission recommends by a vote of 6 to 0 the Spokane City Council **APPROVE** the Resolution recognizing the plan as a record of the neighborhood's ongoing desire and effort to continue building a vibrant, health, active, safe, and connected neighborhood for all residents.

DocuSigned by:

DA86EB7A2B58484...

Todd Beyreuther, President
Spokane Plan Commission
October 9, 2019

Colin Quinn-Hurst, City of Spokane Bicycle and Pedestrian Planner

Comments on Draft Shadle Area Plan – Bicycle Circulation 9/17/2019

Please consider the following comments regarding bicycle circulation in the Shadle Area Plan. These comments focus on strengthening proposals for Belt Street and Longfellow Avenue in regard to walking and bicycling infrastructure, with the aim of providing infrastructure that will comfortably accommodate people of all ages and abilities.

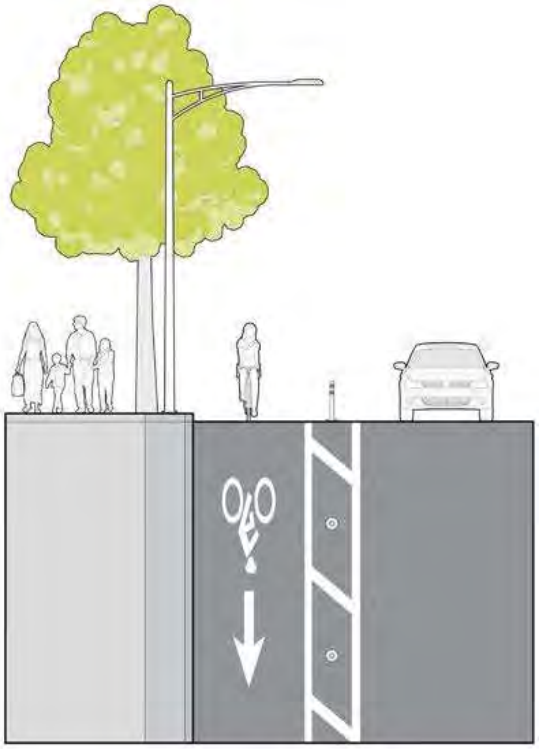
1. On Belt Street – in conjunction with **street reconstruction or adjacent redevelopment:**
    a. Recommend a street cross-section including:
        i. Minimum of 5’-8’ width sidewalks
        ii. A 5’-8’ width planted buffer between sidewalks and protected bike lanes
        iii. Minimum 8’ width one-way protected bike lanes on each side of the street, raised and grade-separated from the street
            1. The 8’ protected bike lane width is recommended to accommodate plowing and sweeping equipment
        iv. Maintain on-street parking or drop-off zones
        v. Please see the cross-section below as a conceptual layout for reconstructed sidewalk frontage along Belt Street

Figure 1: Belt St. Frontage with Reconstruction/Redevelopment

        vi. This layout would use the existing curb line, with the grade-separated bike lane in the location of the existing sidewalk.
        vii. This layout accommodates improved crosswalks to the rebuilt middle school and library, and enhances pedestrian safety by further separating the sidewalk from travel lanes.

2. On Belt Street – **interim installation** prior to street reconstruction or adjacent property redevelopment
    a. Recommended street cross-section including:
        i. Installation of protected bike lanes in the existing parking lane
        ii. Maintain 8’ bike lane width and 2-3’ wide painted buffer with vertical, flexible delineator posts to provide physical separation
        iii. Please see the cross-section below as an example of the temporary bike lane installation. The sidewalk would remain in the current format, immediately adjacent to the curb and gutter.

Figure 2: Interim Belt St. Frontage prior to Reconstruction/Redevelopment



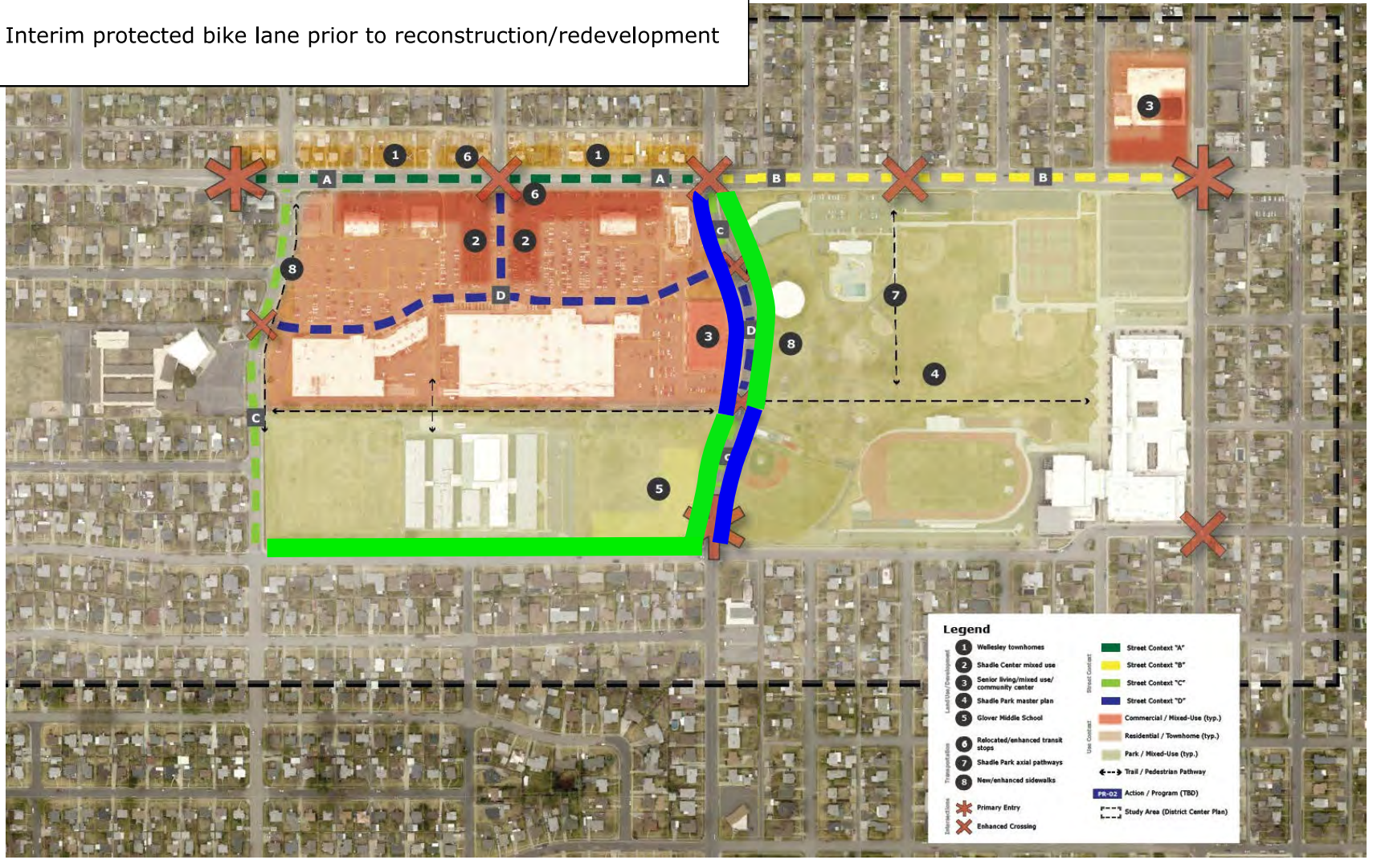
3. On Longfellow Ave. – North Side – in conjunction with **street reconstruction or adjacent redevelopment:**
    a. Similar to the format for Belt St. in Recommendation 1/Figure 1, this format is also recommended for the North Side of Longfellow Ave. in conjunction with adjacent redevelopment or street reconstruction. The south side recommendation would include striped bike lanes, to accommodate bi-directional travel.
        i. Minimum of 5'-8' width sidewalks
        ii. A 5'-8' width planted buffer between sidewalks and protected bike lanes
        iii. Minimum 8' width one-way protected bike lanes on each side of the street, raised and grade-separated from the street
            1. The 8' protected bike lane width is recommended to accommodate plowing and sweeping equipment
        iv. This would remove on-street parking from the north side of Longfellow Ave., but drop-off zones would be maintained as part of the street front frontage.

Figure 3: Longfellow Ave. Frontage with Reconstruction/Redevelopment

5. Map of Recommendations
    a. Please see the attached area map of comments.

Protected bike lane with reconstruction/redevelopment

Interim protected bike lane prior to reconstruction/redevelopment



LimeBikeTrip_End
LimeTrips_AugustWeek1
Bike Friendly Route
Neighborhood Greenway
Closed to Bike
Difficult Connection
High Traffic (Bike Lane)
High Traffic (Shared)
Moderate Traffic (Bike Lane)
Moderate Traffic (Shared)
Shared Use Path
Soft Surface Path

Wabash Ave
Broad Ave
Wellesley Ave
Hoffman Ave
Heroy Ave
Longfellow Ave
Rockwell Ave
LaCrosse Ave
Princeton Ave
Shadle Park
Nettleton St
Elgin St
Cannon St
Elm St
Oak St
Belt St
Maple St
Walnut St
Ash St

Date: 5/10/2019
0 0.0275 0.055 0.11
Miles

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.

N

CITY OF SPOKANE

Murphy, Maren

From: Grahm Wiley-Camacho <grahm@salishschoolofspokane.org>
Sent: Thursday, September 5, 2019 7:38 PM
To: Neighborhood Services NW Audubon-Downriver Planning
Subject: Re: Shadle Area Draft Plan Now Online

Follow Up Flag: Follow up
Flag Status: Completed

[CAUTION - EXTERNAL EMAIL - Verify Sender]

The map and an action items don't line up; the enhanced crossing on Ash is at Longfellow on the map but the action item says it will be at Heroy. Longfellow is the through street and a bike corridor so I hope that the action item is wrong and not the map. I work at the Salish School of Spokane and we regularly use the Longfellow corridor to take our kids to Shadle Park for PE, so I'm pretty invested in having an improved crossing there!

On Thu, Sep 5, 2019 at 5:01 PM Neighborhood Services NW Audubon-Downriver Planning <eransnwadp@spokanecity.org> wrote:

> **Shadle Area Draft Plan**
>
> The Shadle Area draft plan is now updated on the City website. An executive summary is provided, as well as the full draft plan. In addition, you are invited to a special joint neighborhood council meeting with the Audubon-Downriver and Northwest Neighborhood Councils to review the draft plan and recommended concepts on Tuesday, September 10. Details below.
>
> *Shadle Area Draft Plan (under Project Updates)* - *https://my.spokanecity.org/projects/northwest-and-audubon-downriver-neighborhood-planning/*
>
> Joint Neighborhood Council Meeting
>
> When: Tuesday, September 10, 7pm – 8pm
>
> Where: Shadle Public Library, 2111 W. Wellesley Avenue

Murphy, Maren

From: Cliff Winger <c_wings@yahoo.com>
Sent: Saturday, September 7, 2019 10:28 AM
To: Neighborhood Services NW Audubon-Downriver Planning
Cc: audubondownriver@gmail.com
Subject: Comments on NWA Plan: Shadle area

[CAUTION - EXTERNAL EMAIL - Verify Sender]

RE: Comments on Northwest and Audubon-Downriver Neighborhood Plan

Good Day Maren,

We would like to make comments about the Northwest and Audubon-Downriver Neighborhood Plan.

My wife and I were displaced from this neighborhood as our landlord sold the home we were renting for eleven years. Additionally, for about eight years my wife worked at the Shadle Library at Belt and Wellesley, where she walked to work.

First, I know we have 29 neighborhood councils in the City, however this plan fails to take into account other Spokane neighborhoods. The Garland east west aerial travels from east of the Garland District (North Hill Neighborhood) to the Audubon Park area. (Why was Longfellow listed as a significant east west arterial and not Garland?) A Garland Ave inclusion links important residential, recreational, and business opportunities to the Shadle and Audubon Neighborhoods.

Secondly, Garland District in the North Hill Neighborhood is a likely partner in planning for the Shadle Park businesses. Not linking these two business areas seems to be an oversight. (The “one ways” are not a barrier for people powered and motor traffic.) This oversight seems to be an arbitrary and capricious east-side barrier in the draft plan.

Thirdly, this draft proposal plans to increase population density without increasing motor traffic infrastructure, and in-fact decreases access to norther areas such as Five Mile and Indian Trail Neighborhoods from/to the city’s core. These north Spokane neighborhoods, increasing in population themselves, create traffic volume through the Shade-Audubon neighborhoods.
Because of Shadle Park High, the Ash arterial southbound is slowed to 20 mph during all school hours. Belt and Alberta aerials relieve some of this north-south pressure. Alberta especially facilitates north-south traffic to the SFCC area.
Monroe is not a good north-south arterial (for west-side neighborhoods north of Francis).
Monroe, since it is lowered to one lane each way south of Corra, cannot take added north-south traffic volume.

Fourth, Shadle Park itself is an important asset to our Park System and the neighborhood. This park donated to the City by the Shadle family has been greatly downgraded in size as a park for the general public. The high school, in a sweet-heart deal for District 81, usurped a majority of the park acreage. Water has its tank; Shadle Library is doubling in size on the north west corner. On the south west corner at Belt and Longfellow is the baseball field. With the new aquatic center, Shadle **Park** has been reduced substantially in size as a general use park. This is an oversight in the plan.

The Northwest and Audubon-Downriver Neighborhood Plan should **increase** the general use park area for residents at Shadle Park. District 81 should allow city residents to use the out of doors sports facilities when the high school is not using them since the City of Spokane, not District 81, owns this land.
For the Shadle neighborhood the park is its center, not the strip mall.

Thank you for adding our concerns and comments to the Northwest and Audubon-Downriver Neighborhood Plan.

Respectfully,
Cliff and Sarah Winger
1110 E Cozza Dr Apt 213
Spokane WA 99208
509.325.4623

Murphy, Maren

From: Cliff Winger <c_wings@yahoo.com>
Sent: Monday, September 9, 2019 10:11 AM
To: Neighborhood Services NW Audubon-Downriver Planning
Subject: The Shadle Area Draft Plan and property value inflation

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi again Marin,

After thinking about Mayor David Condon's 2020 Budget address at the CA meeting 9/5/19, I wanted to add an additional comment to the The Shadle Area Draft Plan.

The Mayor, and he was proud of it, stated that Property Values have increased 8.7%. Looking at this as an annual rate, this means Spokane property values will increase three times by 2030, that is, every $100,000 of property value (from 2017) in the Shadle area will be worth $300,000 in 2030!

file:///home/gold3/Desktop/Property_Inflation.jpg
Of course, this estimate proposed by the Mayor may be too high, and just as probable too low.

Property prices are determined by the last buyer in the neighborhood. If Spokane, in the Shadle area, receives an influx of home buyers from the West Side, or California. The 8.7% estimate could be too low.

I believe that the The Shadle Area Draft Plan should take this high inflation of property values into consideration.

Murphy, Maren

From: Cliff Winger <c_wings@yahoo.com>
Sent: Wednesday, September 11, 2019 8:54 AM
To: Neighborhood Services NW Audubon-Downriver Planning
Cc: Murphy, Maren; Trautman, Heather
Subject: Northwest and Audubon-Downriver Neighborhood Plan

[CAUTION - EXTERNAL EMAIL - Verify Sender]

RE: Northwest and Audubon-Downriver Neighborhood Plan

Good Day Maren,

Last night (9/10/19) Mr Chuck Marohn gave a presentation on the “Strong Towns” approach that is a radically new way of thinking about the way we build our world. Strong Towns believe that in order to truly thrive, our cities and towns must:
+ Stop valuing efficiency and start valuing resilience;
+ Stop betting our futures on huge, irreversible projects, and start taking small, incremental steps and iterating based on what we learn;
+ Stop fearing change and start embracing a process of continuous adaptation;
+ Stop building our world based on abstract theories, and start building it based on how our places actually work and what our neighbors actually need today;
+ Stop obsessing about future growth and start obsessing about our current finances.

These are some good principals to include in the Northwest and Audubon-Downriver Neighborhood Planning. I saw you at the event and hope that the Spokane Planning Department **can include** Mr. Maron’s principals in the Northwest and Audubon-Downriver Neighborhood Plan.

Additionally, Mr. Maron mentioned that Walmart only commits for just a little over a decade. Since Walmart has been at this location for at least a decade and a half, **how long will Walmart remain at the Shadle Shopping Center?**

At about 20 years of age, the Shadle Spokane Library is remodeling across Belt. Shadle High underwent a major renovation a few years ago. It is probable that the Shadle Shopping Center will consider such a renovation and current residents may consider closures of their stores in lieu of higher rents.

If Walmart and/or Safeway close these stores on West Wellesley Ave, **how does that affect the Northwest and Audubon-Downriver Neighborhood Plan**?
Hastings, K-mart, Shopko, and Sears have closed there stores in Spokane. A Walmart closure on Wellesley is a real possibility.

Regards,
Cliff Winger
1110 E Cozza Dr Apt 213
Spokane WA 99208
509.325.4623

SHADLE AREA NEIGHBORHOOD PLAN

Audubon-Downriver/Northwest Neighborhoods | October 2019

ACKNOWLEDGEMENTS

The Shadle Area Neighborhood Plan was developed through the collaborative efforts of the Audubon-Downriver and Northwest Neighborhood Councils, neighborhood residents and stakeholders, agency partners, and the City of Spokane.

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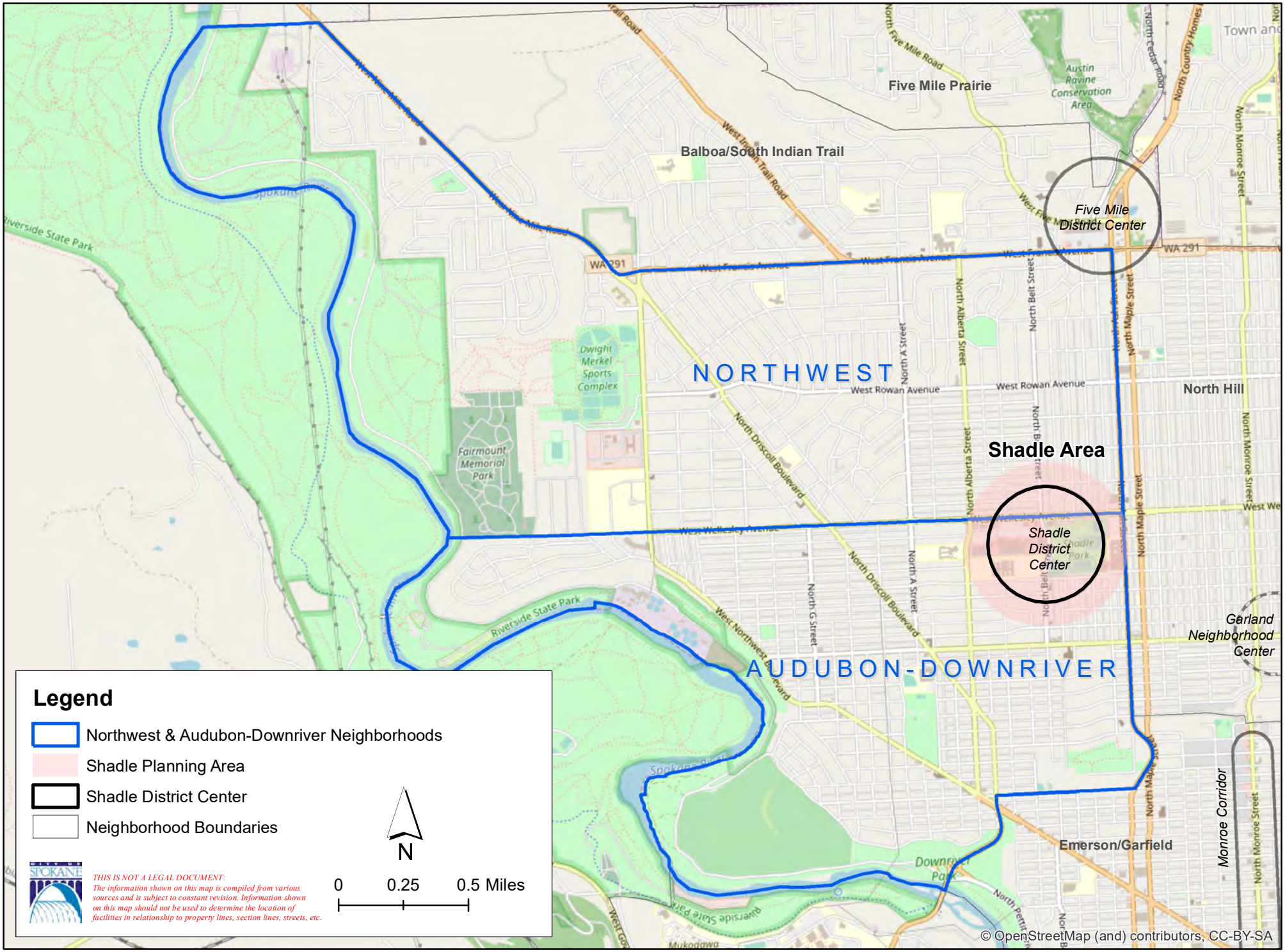
This plan was prepared by Studio Cascade, part of SCJ Alliance.

Northwest Neighborhood and Audubon-Downriver Neighborhood Context



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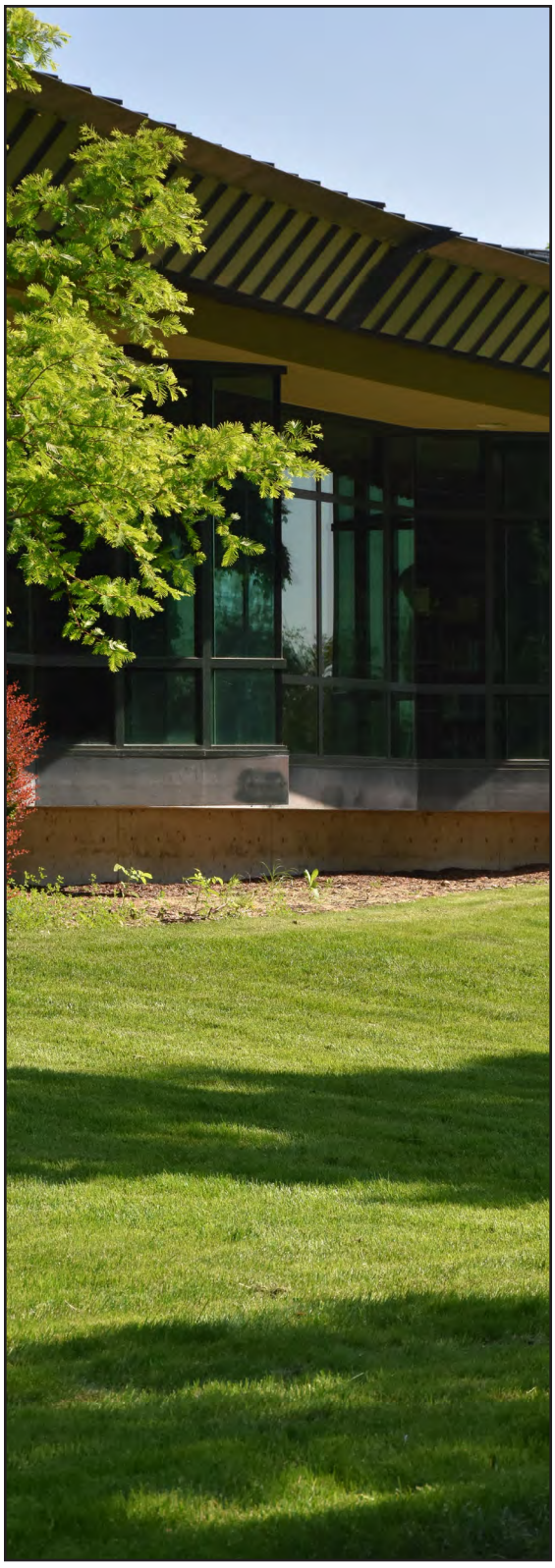
1
Introduction

In 2018, the City of Spokane partnered with the Audubon-Downriver and Northwest neighborhood councils to develop a long-range plan for the Shadle area. These two neighborhoods pooled their resources and initiated the neighborhood planning efforts in 2019. This plan is the result of the cooperative effort by the neighborhood councils to reflect the residents' desires for walkability, public safety, beautification, economic development, neighborhood connectivity, and the preservation of neighborhood character.

The Shadle Area Plan is a long-range, 20-year visioning and conceptual document that suggests ways in which the City, community, and agency partners can collaborate to achieve the land use, development, and transportation patterns the neighborhood desires. It proposes a vision for the area for the year 2040 and then proposes initiatives and projects that can help to achieve it.

The resulting goals, and actions will guide the neighborhood toward the achievement of that long-range vision. While these ideas will require further, more detailed analysis, they set the stage for how the neighborhoods will welcome the coming changes, and how they can take advantage of the opportunities associated with those changes.



Purpose of the Plan

The purpose of this plan is to establish a vision for Shadle and to provide direction for achieving that vision through action, partnership, and collaborative design. It is not a design in its own right. Rather, it makes the designer's task easier by providing solid conceptual direction. In conjunction with the broader policies of the City of Spokane's Comprehensive Plan, this neighborhood action plan is intended to protect and enhance livability within this specific neighborhood, as well as advance the community vision and create a more livable city.

Context Area

While the most intense focus of this effort has been on the potential for transforming the area bounded by Wellesley and Longfellow, and Alberta and Ash, the planning process embraced conversation about a larger area and the range of topics associated with the entire district. The Shadle area is defined by the Shadle Shopping Center, Shadle Park, the Shadle Aquatic Center, the Shadle Branch Library, Glover Middle School, and Shadle Park High School (see Figure 1). This area serves a large and diverse region of northwestern Spokane.

Figure 1: Shadle Area Context Map

2
Vision Statement & Components

Shadle's success is influenced by neighborhoods surrounding the shopping center and park, which suggests that the plan vision should address these neighborhoods and their access to the center, especially pertaining to walkability and the safety of crossing busy arterials such as Wellesley.

As a neighborhood plan, this project's foundation is in the neighborhoods themselves. The process reflects that with a concentration on local dialogue, a high degree of transparency, and the outcome showing direct relationships between the results of the community's engagement and the plan's final recommendations. Based on the process, detailed in Appendix C, this plan pursues the following vision.

Vision for Shadle:

In the year 2040...

Shadle is a complex, mixed-use, compact, identity-rich district center where people can live, shop, dine, attend school, work and relax, all within an easy, pleasant, and safe walk or bike ride. Recognizing that not all needed services will be located in this center alone, the district center also emerges as an important element of the public transportation system, with frequent, accessible and intuitive connections to other district centers and employment opportunities throughout Spokane. The district center's relationship to its surrounding neighborhoods are enhanced, too, with convenient and safe pedestrian crossings of Wellesley Ave and functional and safe sidewalks within the neighborhoods facilitating non-motorized travel to and from the center's core.

The Shadle area will gradually transform into a district center, with a variety of residential development types, retail at multiple scales and a close relationship to the parkland, neighborhoods, churches, and schools that ring the retail core. Since this transformation will be incremental, investment to stimulate it and shape it must also be incremental, timed, designed and located to optimize transforming efforts and entice private investment along the transformational path.

Key Elements of the Vision

The plan suggests transformation, and the changes sought to rely on a collection of "big ideas" that, when taken together, will result in shaping Shadle in the ways the plan envisions.

Wellesley Avenue

Wellesley will become a slower thoroughfare between Belt and Alberta. While still accommodating regional traffic flows and freight mobility, vehicles will move more slowly along the frontage now associated with the Shadle Shopping Center. The street will also feature increased amenities, creating a quality street environment that is conducive to a mix of retail and residential uses fronting along the new boulevard. An underlying principle will be to create a street segment that is quiet, pretty, safe for pedestrians, and flexible, providing a range of development opportunities compatible with a more dense, urban pattern.

East of Belt, Wellesley will evolve into a street that is easier to cross, both on foot and in a vehicle, to emphasize and facilitate connection to the center's northern neighborhoods. While traffic speeds may be higher here than between Alberta and Belt, pedestrians and transit users visiting the park and attending the high school should feel safe making a crossing where it is convenient for them. **(Actions 1, 11, 12)**

Belt Street

Now functioning as a partition between the retail center and Shadle Park, Belt will be reimagined to become more of a unifying feature, encouraging and celebrating the connections between shopping, living, learning, socializing, and play. To do this, the street will need to focus on slowing vehicular traffic, facilitating pedestrian crossings at appropriate locations, and providing an environment that facilitates a variety of transportation functions and social interactions. While Wellesley adopts more of a "main street" attitude, Belt adopts one of multi-purpose community space. Vehicles are welcome, but the priority is shifted to favor the slow, unpredictable, and community-oriented movement of people. **(Action 8)**

Shadle Center

Shadle Center continues to provide retail services for the neighborhood, district, and region, but the shape of the center changes over time to generally decrease the amount of surface parking and reorient retail storefronts to create an exciting and attractive public space. Now designed by the geometry of parking, the new center will become designed by the geometry of place, creating an identity-rich retail and housing mix that fulfills the comprehensive plan's expectations of a district center. This may take years to achieve, but investments now in retail center enhancements as tenants come and go can be made with this future in mind.

The southern edge of the retail center property presents several challenges. Now a service corridor, accommodating truck loading and fire access, it sits approximately 20 feet

above the middle school property to the south. But its future may provide for a space more friendly to pedestrian use, linking the school property to the transforming retail center and creatively mixing service access with increased pedestrian connection. **(Actions 2, 4, 5)**

Shadle Park

Shadle Park has a long history as a large recreational open space serving the needs of the surrounding neighborhood. More recently, Shadle Park has expanded its draw, adding the regional library and water park to serve residents throughout Spokane. A portion of the park also became a restricted-use baseball diamond, a new athletic field, and bleachers for use by the nearby public schools. These improvements have effectively ringed the park, and the park's center has largely been left to serve other community recreational needs as they may appear. The district center's evolution will demand a bit more intention in the way Shadle Park is planned, improved, and managed, creating a more unifying approach to the park's function.

As Belt transforms, Shadle Park must also evolve to be an appropriate companion. It should provide clear and safe access into the park's interior, encouraging cross-park pedestrian travel at all hours to complement high school activities and enhance the neighborhood's experience of the park space. It should also reconsider its interface with Wellesley and the need for residents from the north to access the park's facilities. **(Actions 6, 7)**

Longfellow Ave

Traffic from the high school continues to use Longfellow, but the high-intensity flows that clog its intersection with Belt are mitigated by the change in Belt's character and by the installation of traffic controls to more effectively meter high school traffic through the intersection and to disperse it across the network. **(Actions 8, 9, 10)**

Alberta Street

Little on Alberta changes, except for the enhanced accommodation of pedestrians. Pedestrians will be able to walk along the street safely and to cross it safely…either at Longfellow or at intermediate locations to access the retail center. In addition, pedestrian improvements will be incorporated into reinvestment strategies for those projects developing along the street, ensuring that pedestrians on Alberta have safe and inviting routes into the middle school, church, professional offices, and retail uses along its edges. **(Action 9)**

Housing

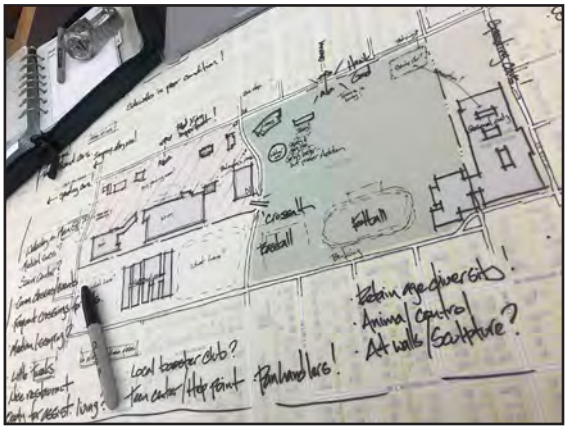
Intentional incorporation of higher density housing within the center's core will increase the variety of housing types available in the district, and will promote increased pedestrian use of the entire district center. Additionally, inclusion of opportunities for senior housing within the greater center will recognize that the neighborhood's aging population could benefit from this type of facility within the neighborhood with which they are familiar. **(Actions 1, 2, 4, 5)**

3
Plan Principles

Transformation requires investment, and investment requires a compelling reason. Beyond what change the market may drive, this plan suggests investments to influence the shape, function, activities, and identity of the Shadle area. It proposes an evolution guided by larger community aspirations, with individual strategic actions the City can take to direct the types of change that are likely to occur.

To sort out those strategic actions - and to ensure the outcome is consistent with what this process has generated – the plan is based on the vision for the neighborhood's transformation.

Shadle's neighborhoods today rely on this central area for a variety of services, including retail shopping, education, recreation, cultural activities, professional offices, employment, and access to a transportation system connecting this part of town to the rest of Spokane. That transportation system also brings people to Shadle from other areas, whether they are commuting through Shadle, shopping at the retail stores, visiting the park, or attending Shadle Park High School. The district center serves the neighborhood's needs, and it also plays a larger role. Its commercial, recreational, and institutional uses draw from the surrounding region, making it a busy place with a broad audience. And that will likely continue, even as market forces change.



The community is eager to see an effective strategy in place to manage the coming change. There are several principles that reflect the community's core values, with each finding a home in the Shadle vision and this neighborhood plan. Based on the interviews, studios, workshop results, community input at the concert series, and public rollout, this plan embraces the following principles:

- *Keep the place safe*
- *Embrace and enhance characteristics that shape Shadle's identity*
- *Recognize the Shadle area as a center of local and regional importance*
- *Allow residents to remain in the neighborhood, even as they age*
- *Provide a diversity of uses that serve the shopping, educational, social, and recreational needs of nearby residents*
- *Keep retail prospering even as market conditions change*
- *Allow ease of flow to, from, and within the Shadle area for all modes of transportation*

These underpinning principles – also incorporated as key goals in this plan – hint at actions the City and community can take to manage future changes in ways that shape Shadle's evolution. As the plan is implemented over the coming years, Shadle will emerge as a:

Busy, more intensely developed place

Spokane is growing, and new demographic shifts indicate that more households are choosing environments that are more urban, where the social and economic lifestyle favors diverse experiences, reduced land consumption, and less reliance on personal autos. Spokane's response is to enable development in its "centers and corridors" that addresses these emerging desires. Shadle is one of these focus areas, and the infrastructure – both in policy and in pipes – exists to support increasing levels of intensity here.

Diverse mix of retail, services, residential, recreational and institutional uses

But being busy isn't enough. It's important that the increasing level of intensity responds to the desires for increased variety of living experience. While population growth is a factor of housing, Shadle's quality of life awaiting those new residents will largely be determined by the diversity of land uses within the center and its immediate surroundings. Balancing housing growth with related investments in commercial, transportation, recreational, and institutional elements is crucial, ensuring those who live in Shadle continue to enjoy the experience.

Center that is clearly identified as a place, identity-rich and active

Even if Shadle's future growth is matched by an increasing diversity of land uses, it remains important to the community that the growth and diversity retains and enhances some of the characteristics that make Shadle a special, identifiable place. This can take the shape of tailoring the area's streets to more closely match the needs of Shadle's residents and businesses, slowing the pace, adding detail, keeping things safe, and rewarding the experience of simply being there. That will include orienting land uses, street designs, and open spaces to celebrate the community experience, enriching shared spaces and encouraging interactions among the people living in, shopping in, or visiting Shadle.

Spokane neighborhood where residents can live their entire lives, with family members close by

Even now, Shadle residents tell stories of having lived in the neighborhood for decades. Others are more recent arrivals, hoping to raise families here or benefit from the special blend of quiet and convenience Shadle offers. This neighborhood helps households set their roots, but it will be improved both by adding the richness and diversity this plan envisions and by increasing the variety of housing type available in the neighborhood center. Addition of townhouses, apartments, and senior-living options within the

center will allow a wider appeal to households of varying economic and physical needs. Some units will be affordable to those who work in the retail shops within the center, others may meet the needs of those looking to downsize from their larger, single-family homes nearby, and still others may allow those who've raised generations of family in Shadle to continue living in the neighborhood they love as they, in turn, age and need help.

In navigating the path toward the vision, these principles informed the creation of suggested goals, policies, and implementation actions.

In addition, goals and policies from the existing Spokane Comprehensive Plan were analyzed and used to inform the policy framework presented later in this plan.

4 Demographics

The City of Spokane ran a Buxton Report, which presented population estimates from the 2015 American Community Survey for the area within one half-mile of the intersection of Wellesley and Cannon. This gave a clearer and more focused snapshot of the people who reside within and near the neighborhood center and who would likely comprise the population interested in accessing the center by car, on foot, or by bike.

Within the Buxton Report study area, 4.5% of the 1,526 households did not have access to a vehicle, which translates to about 69 households, or 168 people, that do not have access to a car within the direct vicinity of the District Center.

This means that at least 168 people get around regularly using alternative modes of transportation in the direct area around the Shadle Center. These residents require the access and the ability to get around via public transit, walking, riding a bike, or some other active mode, meaning the streets need to accommodate and prioritize those alternative modes in addition to cars.

Select Characteristics

Table 1 and Figure 2 show some select demographics for the Shadle area, the Audubon-Downriver Neighborhood (ADNC), the Northwest Neighborhood (NWNC), and the City of Spokane.

Compared to the larger Audubon-Downriver and Northwest Neighborhoods, the community around the Shadle area is more diverse and younger. Though, when compared to the entire City of Spokane, the area is less diverse and slightly older.

The Shadle area also has a smaller household size and has a higher percentage of owner occupancy than its surroundings.

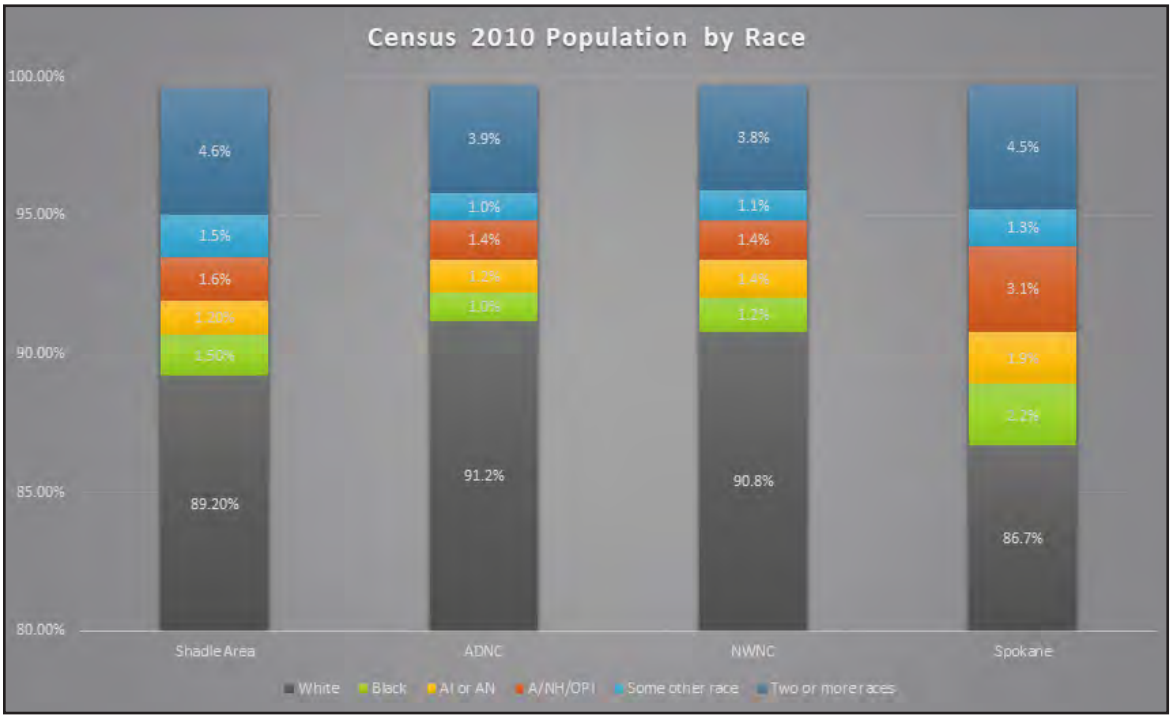
Shadle's education levels and median income are about on par with the surrounding neighborhoods, all of which have higher median incomes than that for the city as a whole.

More details about the demographics for the Shadle area, Spokane, and the Audubon-Downriver and Northwest neighborhoods can be found in Appendix B.

Table 1: Area Demographics (2015)

	Shadle Area	ADNC	NWNC	Spokane
Median Age	35.8	37.8	37.6	35.1
Median Household Income	$50,199	$51,964	$50,183	$40,882
Owner Occupied	79.6%	81.4%	78.3%	55.6%
Population of High School Graduates	94.1%	94.4%	94.2%	91.4%
Population with a Bachelor's Degree	26.4%	32.0%	23.7%	29.0%

Figure 2: Population by Race (2015)



Housing

The neighborhood also features an extensive stock of smaller, more affordable homes arrayed along gridded streets, making Northwest and Audubon-Downriver some of Spokane's best areas for young families to consider as the city grows.

Residential densities are similar to other single- family neighborhoods, but house sizes are smaller, generally ranging from 1,200 to 1,500 square feet, with two bedrooms.

5
Existing Conditions & Community Assets

Spokane's Northwest and Audubon-Downriver neighborhoods are well-established and have been part of the city's urban fabric for many decades, but as a new wave of growth takes hold, fresh energies—and fresh expectations for each neighborhood—are beginning to emerge.

In Audubon-Downriver, fresh commercial uses along Northwest Boulevard are energizing the corridor, concurrent with a general sense of "rediscovery" of the area's rich urban fabric and assets. There's a sense that it's time to envision the next phase of the area's evolution—embracing the historic, the mid-century and contemporary character found in various portions of the neighborhood.

Spokane's Northwest neighborhood is also seeing growth and reinvestment. Glover Middle School and the Shadle Branch of the Spokane Public Library are each about to undergo major renovations, creating opportunities to reimagine how the Shadle District Center feels and functions. In addition, recent direction from School District 81 promises extensive changes associated with Joe Albi Stadium to the northwest, making it—along with the already-busy Dwight Merkel Sports Complex—a key hub for organized sporting events citywide. These factors contribute to the larger regional function of this district, and highlight its importance to the Spokane area as a whole.

Community Asset Inventory

These following assets found in the greater Shadle area add recreational, educational, economic, and/or cultural value to the community:

- *Shadle Public Library*
- *Shadle Park & Aquatic Center*
- *Shadle Park High School*
- *Glover Middle School*
- *Finch Elementary School*
- *Browne Elementary School*
- *Shadle Shopping Center*
- *Audubon Park*
- *Joe Albi Stadium*
- *Dwight Merkel Sports Complex*
- *Drumheller Springs*
- *Downriver Golf Course*
- *Northwest Boulevard commercial corridor*
- *Community churches*
- *Riverside State Park*
- *Salish School of Spokane*
- *Saint Charles Catholic School*
- *The Garland District*

These assets help define the area, and will be important to enhance or maintain as the neighborhoods grow and change. It is also important to understand how these assets fit into the larger context of the area. The following discussion of the existing conditions of Shadle provides a sense of what the area currently offers, what its main issues are, and where opportunities present themselves.

Zoning and Land Use

Most of the Shadle Shopping Center is currently zoned as a Center and Corridor Zone Type 2 (CC2), which "promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile". This zoning type also allows incentives that encourage higher floor area ratios in exchange for the provision of greater public amenities. The eastern-most edge of the shopping center is zoned as Center and Corridor Type 1 (CC1), which highly promotes pedestrian orientation and puts limitations on auto-oriented activities. The surrounding area is mostly designated as Residential Single Family zoning, with a few pockets of Office and Neighborhood Retail zones on the edges of the planning area. See Appendix E for a more detailed analysis of Shadle area zoning.

Within the study area, designated land uses include general commercial (Shadle Shopping Center), institutional (Shadle High School and Glover Middle School), and open space (Shadle Park and Library). These different land uses create a dynamic district center that sees activity at all hours of the day. Planning in this area must take into account and respect the needs of all land use types that make this area the active district center that it is.

What is a District Center?

The Shadle area is designated as a District Center on the Spokane Comprehensive Plan's Future Land Use Map. According to that plan, District Centers are usually located at the intersection of principal arterial streets or major transit hubs. District Centers offer a wide range of retail and service activities. They should also include plazas, green space, and a civic green or park to provide a focal point for the Center. Urban design guidelines of the Comprehensive Plan are used to promote compatible mixed land uses. Housing density should decrease as the distance from the District Center increases.

Transportation

The Shadle District Center is currently served by the north-south routes of Alberta Street, Belt Street, and Ash Street, and the east-west routes of Wellesley and Longfellow Avenues. The configuration and layout of these streets can be seen in Figure 3 below.

Wellesley is a principal arterial that runs east-west through the district and provides the main traffic flow to the shopping center, the library, and the park. It also has the highest traffic count of the five streets in the study area. Wellesley between Alberta St. and Belt St. consists of four travel lanes and a center turn lane, and has an average daily traffic volume of about 14,000 trips. Between Belt St. and Ash St. there are approximately 18,000 average daily trips.

Figure 3: Shadle Streets

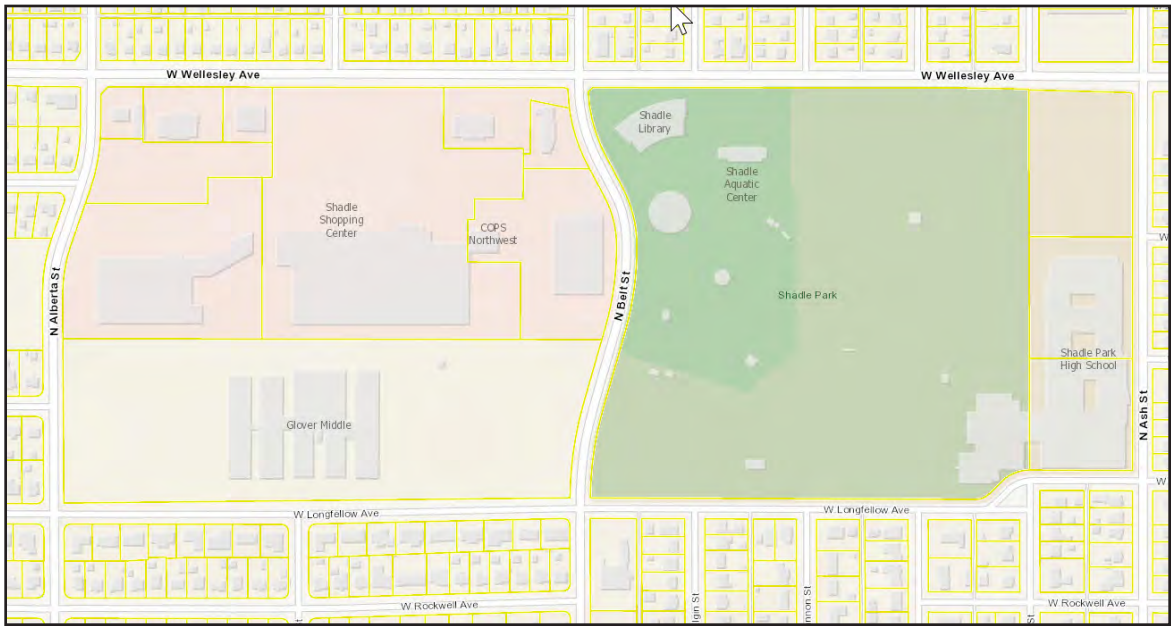


Table 2 describes the current transit, pedestrian, and bicycle facilities for each of the streets in the study area. The City already has some existing plans for improvements on these streets, which can be found in the 'Plans and Projects Underway' section at the end of this plan. Additional pedestrian improvements are suggested to improve the connections within and to the outskirts of the area.

Transportation within and around the area has some challenges and many have voiced safety concerns. Respondents to the public survey overwhelmingly thought that the area should incorporate more walkable and bikeable street design and that access and connections should be fairly open to adjoining areas.

This is a major regional node that attracts many local destination trips as well as travel-through regional trips, which presents some unique challenges when coordinating the different modes and purposes of transportation within the Shadle area.

Micromobility in Shadle

In Fall 2018, the City allowed shared mobility to become a permanent program. Micromobility is the shared use of bicycles and scooters. The City operates a contract with a third-party fleet throughout the City, which as of 2019 is Lime.

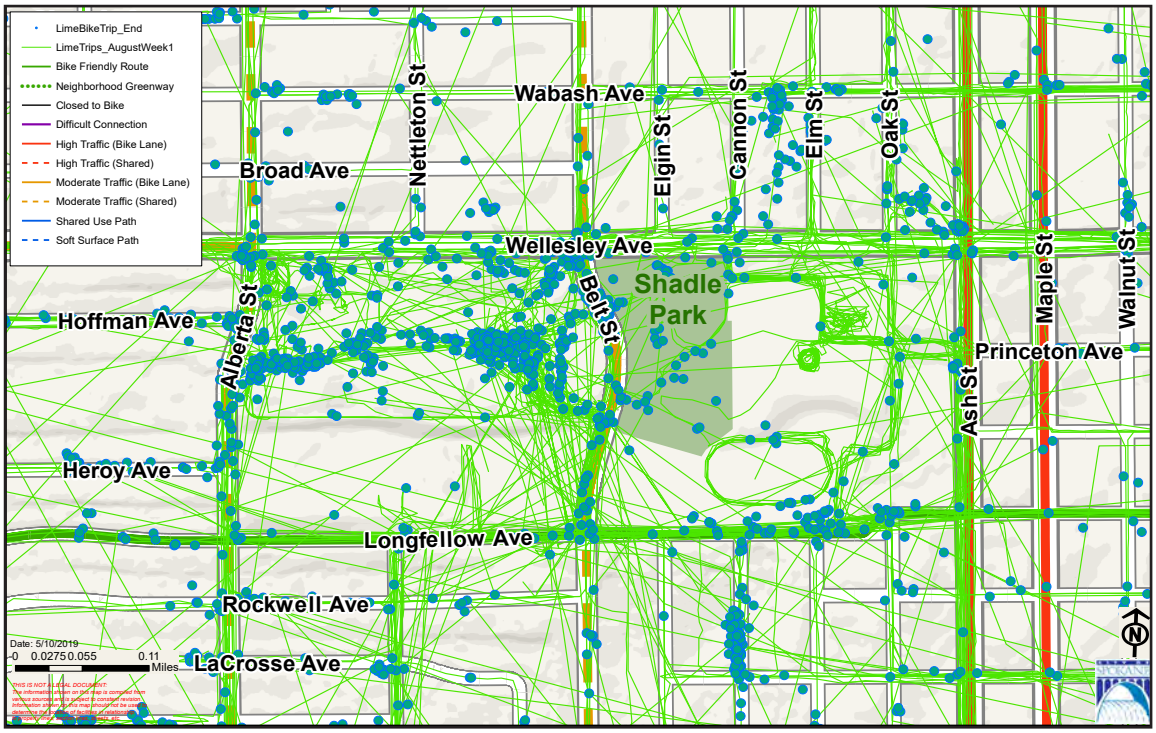
Figure 4 shows the paths and destinations for Lime trips in the area surrounding Shadle Center. This helps illustrate two things.

Table 2: Inventory of Shadle Area Streets

Street Name	Classification	Signalized Crosswalk	Painted Crosswalk	Bus Route	Planned Bicycle Network
Wellesley Ave.	Urban Principal Arterial	@ Alberta @ Ash @ Belt	N/A	Route 33	N/A
Belt St.	Urban Major Collector	@ Wellesley	N/A	N/A	Moderate Traffic Bike Lane
Alberta St.	Urban Minor Arterial	@ Wellesley	@ Heroy @ Longfellow	N/A	Moderate Traffic Shared Roadway
Ash St.	Urban Principal Arterial	@ Wellesley	@ Longfellow @ Heroy @ Princeton	Route 23	High Traffic Bike Lane
Longfellow Ave.	Urban Local Access	N/A	@ Nettleton @ Oak	N/A	Bike Friendly Route

First, the Shadle Shopping Center is a popular destination in the area, seen from the clustering of trip endpoints in Figure 4. Second, it is clear that people are using bikes and scooters on the streets surrounding the Shadle Center. This emphasizes the importance of accommodating alternative modes on these streets and their access to the Shadle Center.

Figure 4: Lime Trips in the Shadle Area in the first week of August 2019



6
The Process

The suggestions in this plan were the product of a series of outreach efforts involving various stakeholders and members of the public. The outreach process followed the following timeline:

- *March 2019:* Community Interviews with select stakeholders
- *May - August 2019*: Online Community Survey
- *June 2019:* Planning Studio at Shadle Library, Vision Workshop at Glover Middle School, & Scenario Workshop at Shadle Library
- *July - August 2019*: Concerts in the Park outreach
- *August 2019*: Public Open House
- *September 2019*: Presentation of Plan to Neighborhood Councils
- *October 2019*: Presentation of Plan to Planning Commission

Process Highlights

The planning process resulted in the goals, policies, and suggested actions in this plan. The summary of the full public outreach process can be found in Appendix C.

Online Community Survey

The online community survey, which turned out 373 respondents over a few months time, provides the most compelling evidence that the community supports the ideas in this plan.

58% of respondents said they lived in the Shadle area and specifically within the zip code 99205, which surrounds the Shadle area.

88% of respondents were homeowners, and over 50% of respondents have lived at their current residence for over ten years, suggesting there is a strong sense of established community in the Shadle area.

Nearly 85% of respondents said they visit the area daily or weekly. The most popular responses for how respondents use the Shadle area include shopping or accessing services, frequenting the restaurants and eateries, visiting the library, and visiting the park.

In describing how visitors get to the Shadle area, 92% of respondents said they currently drive. However, in looking at the top five most important topics, walking and pedestrian safety and traffic calming were both identified as high priority.

The top five topics most important to respondents are:

- Safety and security
- Walking and pedestrian safety
- Mix of shopping needs
- Traffic calming
- Lighting and environmental design

Below are some general sentiments from the survey about how respondents view the Shadle area:

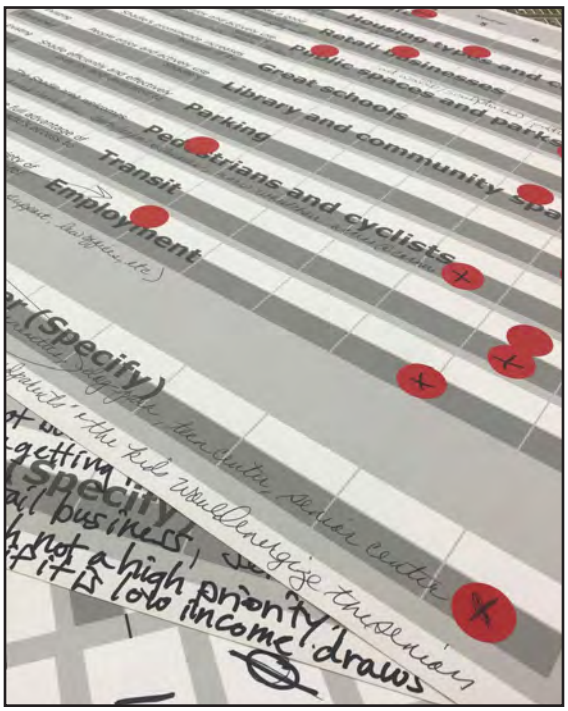
- *The Shadle area should strive to create an identity that would provide a neighborhood feel.*
- *Public safety could improve in the area.*
- *The current development pattern of mainly single-family homes is adequate, but creating a wider diversity of housing choices in the area is supported.*
- *The Shadle area should incorporate walkable and bikeable street design rather than continue to be focused mainly on cars as the main mode of transportation.*
- *The area should be fairly open and there should be a high degree of connectivity throughout the neighborhood.*

Survey Responses

Survey respondents gave their opinion both about things they like in the area, as well as about what they thought could improve.

What are things you like about the area?

- *"I like the variety of shops, the sense of community, the park, and the library."*
- *"Easy access to other areas of the city, smaller houses, public amenities, neighborhood atmosphere."*
- *"The Green Space"*
- *"Convenient shopping close to home."*
- *"Traffic isn't bad most of the time."*



What opportunities do you see for improvement of the overall character of the area?

- *"More local businesses!"*
- *"Reduce auto dependency by improving walkability."*
- *"Beautify the Shadle Shopping area."*
- *"Improved accessibility for those using various modes of transportation."*
- *"Better use of the park"*
- *"More multi-family homes would improve the nature of the area."*

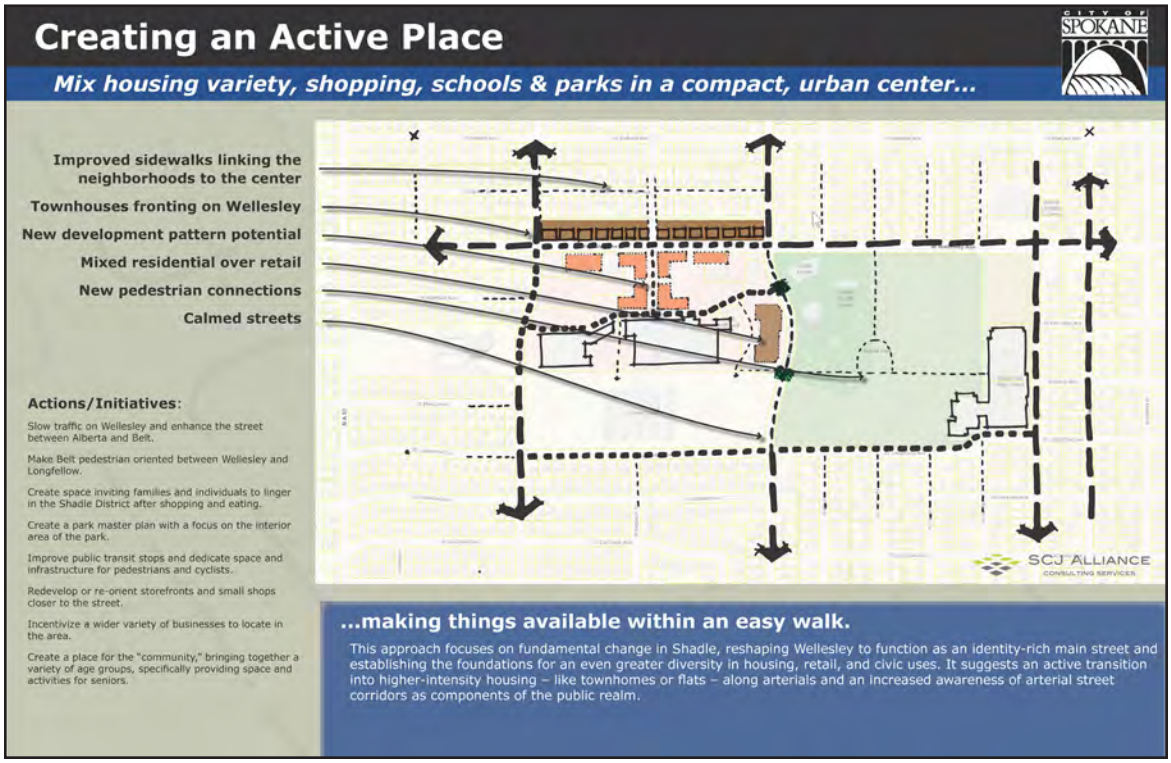
Creating an Active Place

Overall, survey respondents supported the transformation of the area into a more neighborhood-oriented retail center with mixed uses, a variety of housing, safer public spaces, and enhanced transportation facilities, which gave this plan the ability to suggest a plan that followed the "Creating an Active Place" scenario. This scenario was one of three presented throughout the public outreach process.

The full survey results can be found in Appendix A.

More details about the public outreach process and results can be found in Appendix C.

Figure 5: Creating an Active Place Scenario



7
Goals, Policies, and Implementation Actions

This neighborhood plan builds upon previous work performed by the City and the two neighborhoods. Much of the plan's policy foundation can also be found in the City's comprehensive plan, which provides direction to this effort and establishes a context within which the center should function. Relevant policies from the Spokane Comprehensive Plan can be found in Appendix D.

This section presents the goals, policies, and actions that will guide the implementation of this plan. The goals, policies, and actions are nested together because they are interrelated, with actions and policies supporting multiple goals.

Policies are nested under each goal. Some policies are repeated under multiple goals due to their ability to contribute toward multiple goals. Action item numbers are also listed under each goal. These actions can be found in Table 3 with additional information about implementing those items.

This format outlines a clear path to realizing the goals of this plan. If the action items are completed then the Shadle area will transition into the active, diverse neighborhood core as described in the vision for this plan.

Goal 1: Keep the place safe

Policy 1.1 Improve overall safety and perception of safety in the district center. (Also applies to Goal 7)

Action Items: 6, 7, 9, 10, 11, 12

Goal 2: Embrace and enhance characteristics that shape Shadle's identity

Policy 2.1 Retain and enhance the characteristics that make Shadle a unique and identifiable place. (Also applies to Goal 4)

Policy 2.2 Support building design standards that enhance the shopping experience in the district center such as buildings that front the street, provide parking in the back, and have appealing facades. (Also applies to Goals 5, 6, and 7)

Action Items: 1, 2, 3, 6, 7, 9

Goal 3: Recognize the Shadle area as a center of local and regional importance

Policy 3.1 Maintain regional relevance of the area and keep it connected to and a destination for other areas in Spokane. (Also applies to Goals 2, 5, 6, and 7)

Action Items: 2, 3, 5, 6, 10, 11, 12

Goal 4: Welcome a diverse group of new residents as the area grows and allow existing residents to remain in the neighborhood, even as they age

Policy 4.1 Increase the variety of living experiences in and near the district center including affordable housing, senior housing, and multi-family unit options. (Also applies to Goal 5)

Policy 4.2 Enrich shared spaces and encourage interactions among the people living in, shopping in, or visiting Shadle. (Also applies to Goals 2, 3, and 5)

Action Items: 1, 3, 4

Goal 5: Provide a diversity of uses that serve the shopping, educational, social, and recreational needs of nearby residents

Policy 5.1 Balance housing growth with related investments in commercial, transportation, recreational, and institutional elements. (Also applies to Goals 3, 4, 6, and 7)

Policy 5.2 Enhance connections between the different sections of the district center, allowing for a flow of people and activity throughout the area at all times of day. (Also applies to Goals 1, 2, 6, and 7)

Action Items: 2, 3, 5, 6, 7

Goal 6: Keep retail prospering even as market conditions change

Policy 6.1 Support increasing levels of intensity within the Shadle District Center. (Also applies to Goals 3 and 5)

Policy 6.2 Provide incentives for local businesses to locate in the Shadle area. (Also applies to Goals 3 and 5)

Action Items: 2, 5, 8

Goal 7: Allow ease of flow to, from, and within the Shadle area for all modes of transportation.

Policy 7.1 Improve safety and enhance the experience for those getting around the district center by walking, bicycling, or taking public transit. (Also applies to Goals 1 and 4)

Action Items: 7, 8, 9, 10, 11, 12

Implementation Actions

Implementation of the Shadle area Plan will require the ongoing support and commitment of the Northwest and Audubon-Downriver Neighborhood Councils. This plan provides the basis to ensure future development occurs in a manner that is consistent with the neighborhood vision.

Table 3 lists the specific action items that resulted directly from the planning process. These are detailed actions to be taken to meet the plan's goals. The table also designates responsibility for following up on each action. Finally, the table lists whether the action is expected to be completed in the immediate, short, medium, or long term.

The table is presented in order of priority, with immediate actions listed first and long-term actions listed last. Each action item relates to a specific area on the map in Figure 6, and each item is outlined in greater detail in the 'Plan Details' section.

Table 3: Implementation Action Items

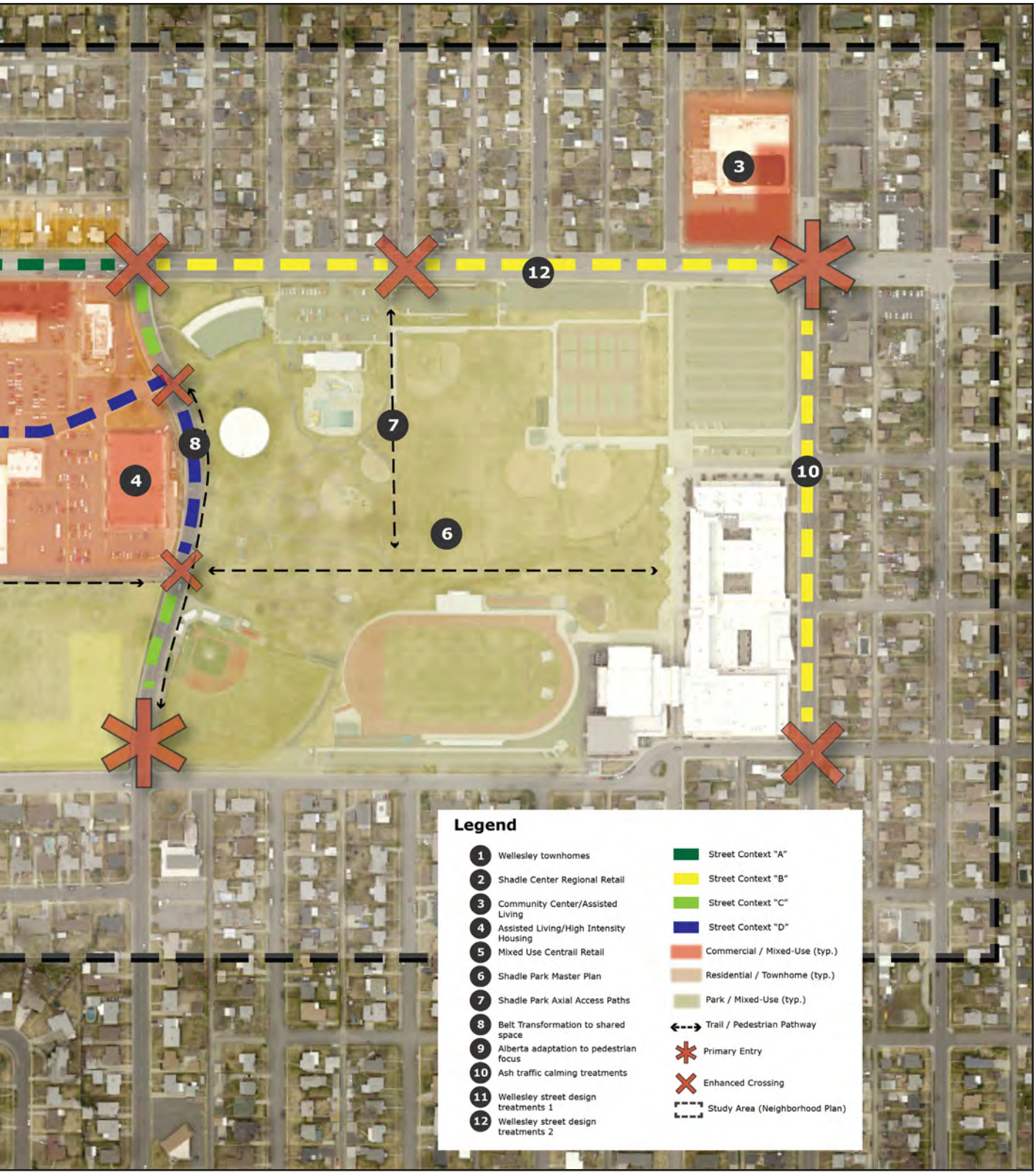
Action Item	Action Statement	Goal #	Project Leader	Expected Completion
	Wellesley Ave, north side, between Alberta and Belt			
1	Zoning review to ensure a townhouse type of housing can be constructed on the north side of the street, potentially with corner retail at Alberta and at Belt. Transition zoning west of Alberta and east of Belt should allow for a tapering of intensity back to single-family residential.	2, 4	Neighborhood Councils	Immediate (Appendix E: Zoning Review)
	Shadle Center, regional retail			
2	Zoning review to ensure regionally-scaled retail, in all its complexities, can be permitted…and even be expanded to include upper floor housing.	2, 3, 5, 6	Neighborhood Councils	Immediate (Appendix E: Zoning Review)
	Hastings site, Wellesley and Ash (NWC)			
3	Zoning review to ensure potential to develop a senior housing project or community center, permitting adequate building height to make either one financially viable.	2, 3, 4, 5	Neighborhood Councils	Immediate (Appendix E: Zoning Review)
	Shadle Center, east side			
4	Zoning review to ensure senior housing or other, higher-intensity housing is permitted along the Belt corridor, optimizing frontage on the park and access to the new, more social, Belt Ave.	4	Neighborhood Councils	Immediate (Appendix E: Zoning Review)
	Shadle Center, internal central spine			
5	Zoning and development regulations review to ensure a new, mixed-use central spine can be constructed along an extension of the Nettleton axis.	3, 5, 6	Development	Immediate (Appendix E: Zoning Review)

Action Item	Action Statement	Goal #	Project Leader	Expected Completion
	Shadle Park, entire facility			
6	An updated park master plan to review recreational priorities and design access patterns to ensure safe, enjoyable access to all portions of the park.	1, 2, 3, 5	City of Spokane	Short Term
	Shadle Park, north-south axis			
7	Revisiting the park's initial axial concept to better connect the interior of the park to residents living north of Wellesley, coordinating with the proposed HAWK signal there and transit stops to celebrate the park's importance and underscore its connections to the uses surrounding it.	1, 2, 5, 7	City of Spokane	Short Term
	Belt, between Wellesley and Longfellow			
8	Transformation of this street to become a truly shared space, accommodating vehicular traffic while also strengthening pedestrian connections between the retail center, library, park, school, and surrounding neighborhoods, featuring a plaza-like roadway section, landscaping, narrowed travel lanes, parallel parking, a mix of pedestrian and vehicular lighting, public art, and other elements to underscore the street's relationship to the existing and anticipated land uses adjoining it.	6, 7	Neighborhood Councils	Medium Term
	Alberta, between Wellesley and Longfellow			
9	Adaptation of the existing street to better accommodate pedestrians, including a sidewalk on the east side of the street, intersection enhancements at Wellesley consistent with the new Wellesley concept, and an RRFB crosswalk between St Charles Church and the retail center.	1, 2, 7	City of Spokane	Medium Term

Action Item	Action Statement	Goal #	Project Leader	Expected Completion
	Ash, between Wellesley and Longfellow			
10	New street treatments to slow vehicular speed in front of the high school and facilitate pedestrian crossings into the adjoining neighborhood, including enhanced landscaping along the street edge, pedestrian bumpouts, a HAWK or RRFB crossing signal at Heroy, and other features to add detail and a sense of enclosure to the street.	1, 3, 7	City of Spokane	Medium Term
	Wellesley Ave, between Alberta and Belt			
11	New street design treatments to slow speeds to 30 mph, including narrowed travel lanes, street trees, expanded sidewalks, narrowed crossing distances where possible, enhanced transit stops, a HAWK or RRFB crossing signal at Nettleton, and other features intended to add detail, enclosure, a dynamic environment, and visual interest to this stretch of roadway.	1, 3, 7	Neighborhood Councils	Long Term
	Wellesley Ave, between Belt and Ash			
12	Enhanced design treatments to accommodate flow, transition to the Maple/ Ash couplet, and enhance the transit experience while also facilitating pedestrian crossing of Wellesley with a HAWK signal to access the park and transit stops. This may also include retrofitting the center median to incorporate landscaping	1, 3, 7	Neighborhood Councils	Long Term

Figure 6: Shadle Plan Core Recommendations Map

This map identifies and locates specific actions listed in Table 3 and described in detail in the following pages.


3
12
7
8
4
6
10
Legend
1 Wellesley townhomes
2 Shadle Center Regional Retail
3 Community Center/Assisted Living
4 Assisted Living/High Intensity Housing
5 Mixed Use Centrail Retail
6 Shadle Park Master Plan
7 Shadle Park Axial Access Paths
8 Belt Transformation to shared space
9 Alberta adaptation to pedestrian focus
10 Ash traffic calming treatments
11 Wellesley street design treatments 1
12 Wellesley street design treatments 2
Street Context "A"
Street Context "B"
Street Context "C"
Street Context "D"
Commercial / Mixed-Use (typ.)
Residential / Townhome (typ.)
Park / Mixed-Use (typ.)
Trail / Pedestrian Pathway
Primary Entry
Enhanced Crossing
Study Area (Neighborhood Plan)

Plan Details

The following plan details describe the elements of the plan map in Figure 6, expanding upon the implementation actions from Table 3.

Street Configurations

Street Context A: Wellesley Avenue West

The existing configuration of Wellesley Ave prioritizes the movement of vehicular traffic. With two travel lanes each way and a turn lane in between, this wide road acts as a barrier to pedestrian and cross-street traffic.

Figure 7: Existing Wellesley Configuration

Right of Way (ROW): 77 ft.

Curb to Curb (CTC): 63 ft.

Cars travel down Wellesley at fast speeds, with no barriers between the narrow sidewalks and the traffic lanes.

With 77 feet of public right-of-way, it is possible to bring Wellesley down to three lanes between Alberta and Belt. This provides opportunities for wider sidewalks, street trees, and on-street parking. These amenities will help serve the new townhomes on the north side of the street and the new street-oriented retail and mixed use on the south side. This configuration will allow for much safer conditions for all modes of travel, especially as pedestrian activity increases. This configuration intentionally slows traffic through this portion of Wellesley, serving the idea that this district center willl be a popular destination for the neighborhood while also allowing for continuous traffic flow to maintain regional mobility.

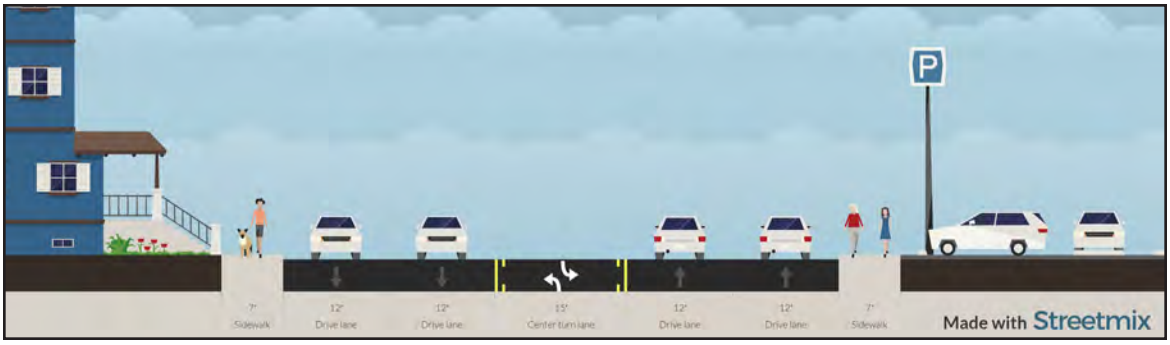
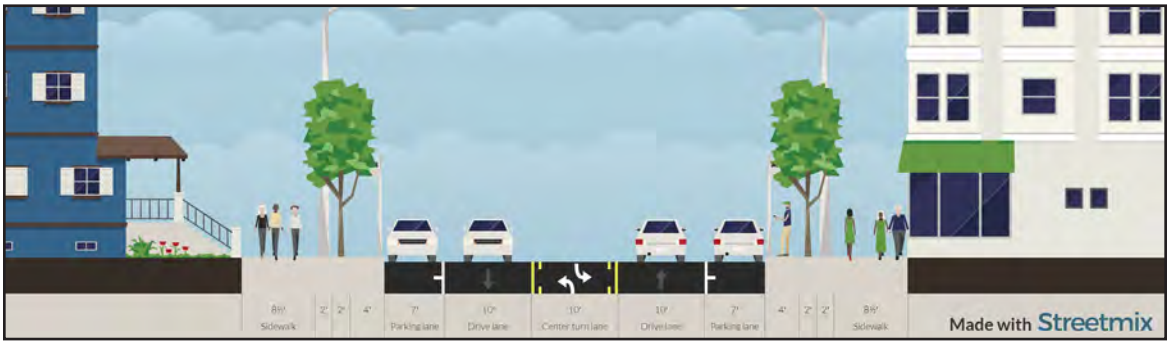


Figure 8: Proposed Wellesley Configuration: CTC: 44 ft.



Street Context B: Ash Street and Wellesley Avenue East

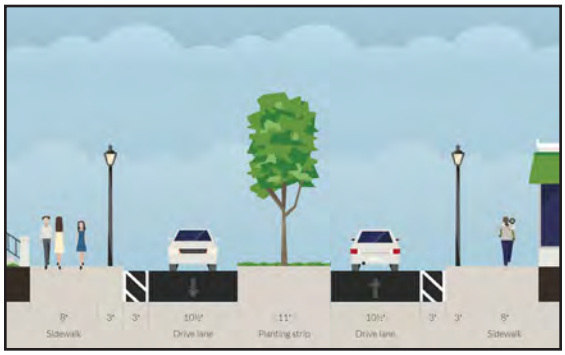
Ash will remain a one-way southbound arterial, but the street context will resemble that of Wellesley between Belt and Ash. On both streets, new designs will incorporate landscaping and details that will encourage slower speeds, and dedicated crossings will allow for safe access between the high school and the neighborhoods to the north and the east.

Street Context C: Alberta and Outer Belt

Alberta will provide three travel lanes, one lane for each direction and a center turn lane. There will be median islands at strategic pedestrian crossing locations in place of the turn lane. The sidewalk widths will remain, but a buffer on each side of the street will act as pedestrian protection and bring awareness to the street as a shared space since Alberta is also designated as a shared roadway in the city's bike plan. This configuration will also make up the outer portions of Belt, closest to Wellesley and Longfellow, maintaining capacity while enhancing pedestrian facilities.

Existing Conditions - ROW: 60 ft., CTC: 38 ft.

Figure 9: Proposed Alberta & Outer Belt



This plan recommends ensuring sidewalk connectivity to the south of the Shadle area. Sidewalks and pedestrian facilities should be continuous along Alberta and Belt to the south of Longfellow all the way to Garland.

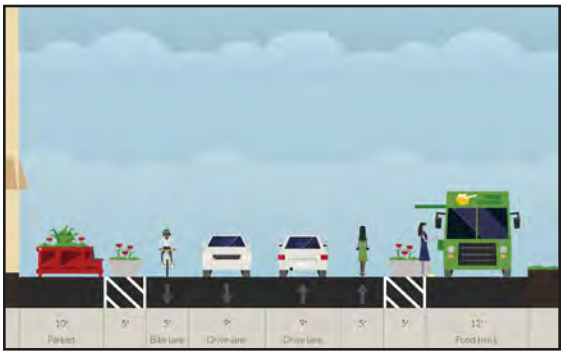
Street Context D: Central Belt

The central portion of Belt will be reconfigured to accommodate all modes of transportation. This option flattens the street so pedestrians and bicycles are on the same level as vehicular traffic. This will bridge the divide between the park and the shopping center, making the act of crossing Belt between the two halves of the district center a much safer and much more enjoyable experience. This option also allows for a much wider range of uses for the street, including street fairs, food trucks, farmers markets, etc.

This street context will also apply to the pathways through the shopping center. This will ensure that pedestrians remain a priority as they circulate through the shopping and retail core of the neighborhood.

Existing Conditions - ROW: 60 ft., CTC: 40 ft.

Figure 10: Proposed Central Belt Configuration



Enhanced Entry and Crossings

Primary Entry Points

The Shadle area will develop a stronger sense of identity. This will be enhanced by primary entry points at Wellesley and Ash, Wellesly and Alberta, and Belt and Longfellow. These intersections will make it known that one is entering the Shadle neighborhood. Entry points should be defined by signage and artwork that aligns with a unique Shadle brand.

Painted Crosswalks

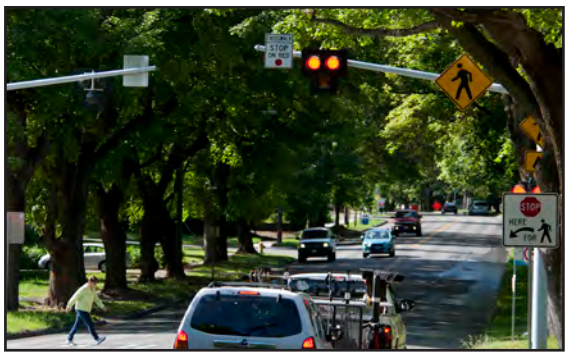
Painted crosswalks provide designated places for pedestrians to cross streets safely, letting cars know to watch out and stop for pedestrians at these locations. This plan proposes that painted crosswalks would be best suited for streets with lower traffic such as accross Longfellow and Belt.

Raised Crosswalks

These double as speed bumps since they require vehicular traffic to slow down as they drive over the raised crosswalk. This also brings greater awareness to pedestrians attempting to cross a these locations.

HAWK Crossings

HAWK crossings provide a high level of protection for pedestrians crossing the street. These signals flash red, requiring vehicular traffic to stop long enough for a pedestrian to cross the street. These crossings are ideal for streets with high traffic volumes, making them ideal for crossings across Wellesely at Cannon and at Nettleton. These enhanced crossings will provide a greater connection between the district center and the surrounging neighborhoods.



Enhanced Transit

The City of Spokane and STA have identified plans for a high performance transit network (HPTN), which is a network of corridors providing all-day, two-way, reliable, and frequent service which offers competitive speeds to private automobiles and features improved amenities for passengers.

In the Shadle area, both Alberta and Wellesley align with these planned HPTN routes. These improvements will strengthen the Shadle area's importance as a regional destination and improve its access to other important destinations within the city.

STA transit stops in the Shadle area for STA routes 23 and 33 will be upgraded for an enhanced transit experience throughout the area.

Relocated Bus Stops

Two Route 33 bus stops will be relocated from the intersection of Belt and Wellesley to the intersection of Nettleton and Wellesely. This strategic relocation provides bus stops at the new main entry point of the shopping center. This will help provide close access between the shopping center and transit.

Enhanced Bus Stops

The main bus stops serving this district center are those that will be relocated to the intersection of Nettleton and Wellesley, and the bus stops currently on the corner of Cannon and Wellesley. Due to their importance to the district center, these bus stops will be enhanced, providing covered waiting areas, new signage, lighting, and accessibility.

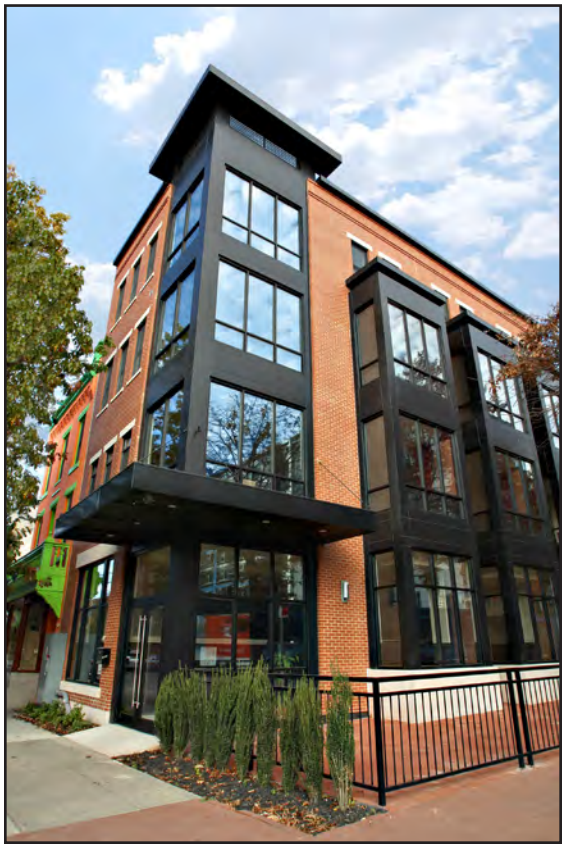
Housing Options

Multi-family/Townhouses

This plan proposes the development of a row of townhouses along the north side of Wellesley from Alberta St. to Belt St. The current zoning for these parcels allows for attached housing, such as townhouses, but limits the intensity of such housing unless developed as a PUD (See Appendix E). Townhouses would bring new housing options to this part of town and add to the urban environment of the new district center. Townhouses lining Wellesley would face the sidewalk, providing a friendly and appealing street frontage for the new streetscape.

Mixed Use

This plan incorporates mixed uses into the shopping center, which opens the opportunity for housing as part of the mixed use structures. This will provide another set of housing options for those looking to locate in the Shadle area. Locating apartments above retail and shops within the center will provide a whole new level of activity within the neighborhood core, enhancing the economic and social dimensions of the neighborhood, while also making it safer and more livable. These higher intensity uses and higher density housing will help realize the goals and vision of this neighborhood plan.



Mixed Use Office/Retail

The Shadle area offers plentiful opportunity for an improved retail shopping experience, along with an increase in the intensity of uses within its core. This can be realized by reimagning of the shopping center as a mixed use development. By realigning transportation investment policies and priorities with the existing land use policy, the neighborhood can begin to transform into a mixed use development.

New buildings can be built within the shopping center where there is currently nothing but parking lot space, which is empty most of the time anyway. New buildings can shape a defined entryway at Wellesley and Nettleton, offering a "Main Street" feel where shops and retail line the main pathway into the center.

These new buildings, in order to satisfy the goals of this plan and the goals for district centers in Spokane's Comprehensive Plan, will be built at multiple stories, offering potential office space, extra retail space, or residential space, above the shops that line the street level.

As these intensities increase, so will the activity in this area at all times of day. One of the advantages of mixed use neighborhoods is that there is more consistent activity, which helps improve the safety of the area.

Mixed use developments can take many forms, but the Shadle District Center should look to the urban design guidelines set by the Spokane Comprehensive Plan.

Senior Housing

Throughout the public outreach process for this plan there was a significant call for the addition of senior housing in the neighborhood. The Shadle area is very established within Spokane, and many residents have lived in their homes for decades. But, as these residents age many are faced with a tough decision of whether to make the move to some type of senior housing. Yet, currently in order to do this many would have to move away from the neighborhood they have lived in for a large portion, if not all, of their lives.

By incorporating senior housing options into the Shadle Neighborhood, this plan helps aging in place and provides long-term, as well as newcoming, senior residents with the option to reside in the Shadle area and at the same time receive the services that they need.

This plan proposes the inclusion of senior housing development within the new mixed-use shopping center. Senior housing could include a range of options such as age-restricted apartments, active adult communities, independent living, assisted living, nursing homes, and continuing care.

Senior housing will be incorporated into the mixed use design of specific new developments, so most likely these facilities will reside on the upper floors of a structure with retail or shopping along the street level floor.

In addition to being able to locate within the Shadle area, residents of the senior housing facilities will be within close proximity to the large range of shops and services in the Shadle District Center.

And with the improved pedestrian environment within the center, these residents will be able to easily get around the area on foot, by bicycle, or in a wheelchair.

Incorporating senior housing into the district center will help create a diverse and active area that supports residents of all ages and abilities. It will allow long-term residents to still feel at-home, and will provide residents with an interesting and convenient surrounding.

Community Center

Throughout the planning process, the idea of a Shadle Community Center kept coming up as a desire of the community. Residents of the area feel that a community center could be helpful by offering a range of services and programs to serve the area. Ideas included a a teen center, a senior center, medical services, a computer lab, and resources for those experience poverty or homelessness.

Through public input, it was determined that the site of the old Hastings on the northwest corner of Wellesley and Ash would be a good location for this community center. This site has sat empty or underutilized for a number of years. Throughout the public engagement process this site was brought up many times, and participants felt that something new needed to happen on this site. A community center here would easily connect with the Shadle District Center, especially with the redevelopment of Wellesley Avenue.

Another option is to include the community center in Shadle Shopping Center as part of the new mixed use district center. This would place the community center at a more central location, adding another level of mixed use to the shopping center, and bringing services and resources in closer proximity to where people are already living, working, and shopping.

Both options provide easy access from Shadle High School and Glover Middle School, whose students could easily access a new teen center.

In addition, the community center would be a close destination for seniors living in the new senior housing facilities.

This community center would also provide resources for the homeless population within the area. Homelessness was identified as one of the top issues in this area, so the community center would be one step toward addressing the issues related to homelessness.

The community center can bring the neighborhood together in one location. Similar to the library, it would serve a wide range of people. Therefore, it will serve as one of the features that bring the neighborhood together to create a distinct identity for the Shadle area.

Shadle Park

Shadle Park Master Plan

Shadle Park is at the core of the Shadle area. The park provides a public space where residents and visitors can enjoy a range of recreational opportunities. The park contains fields, an amphitheater, a playground, a splash pad, picnic shelters, and event spaces. The park is also home to the Shadle Aquatic Center. The park plays host to multiple other community events such as the Concerts in the Park each summer.

This plan proposes that a new master plan be developed for Shadle Park. The master plan should address the major issues with the park. Some of the major issues include safety and underutilization. Residents of the neighborhood feel that the park can be unsafe at times, which may be due to its seclusion from the street and other activity areas nearby. This could also be the reason that the park feels underutilized, with many spaces remaining empty much of the time.

The new Shadle Park Master Plan should propose ways to address these issues in order to make Shadle Park a space that brings the neighborhood together. For example, the amphitheater space could be used more extensively for a range of community-minded events, not just summer concerts.

Improved Connections

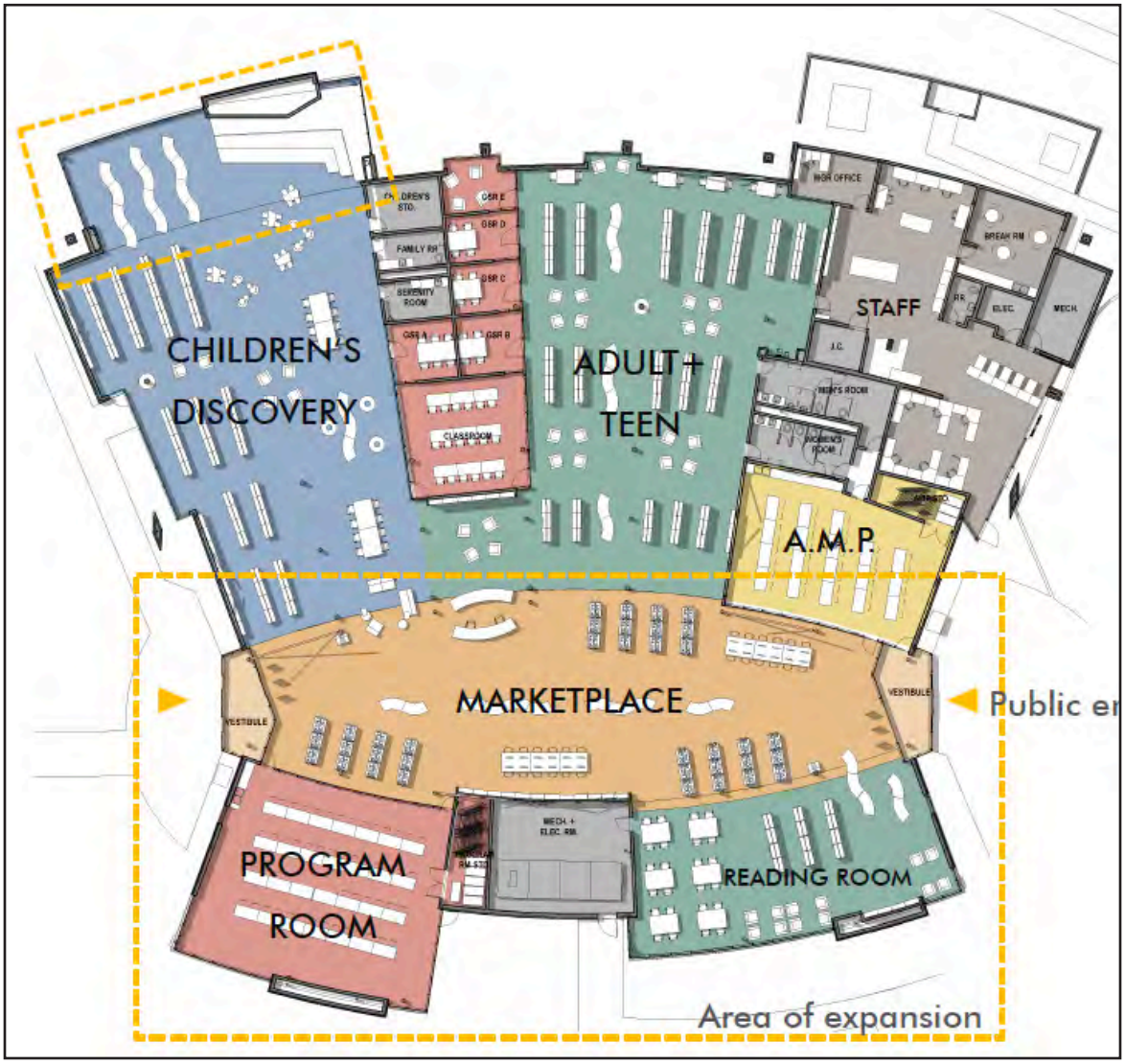
This plan proposes that pathways to, from, and within Shadle Park be enhanced in order to provide a greater sense of connectivity throughout the entire area.

These improvements include more clearly defined pathways and signage within the park and logical routes that lead to desirable destinations within and surrounding the park such as transit stops, crosswalks, the schools, and the library.

Plans & Projects Underway

At the time that this plan was developed there were already multiple plans in the works that will affect the look and funciton of the Shadle District Center. These existing plans are outlined in the following pages.

Rendering of the Shadle Library Expansion:

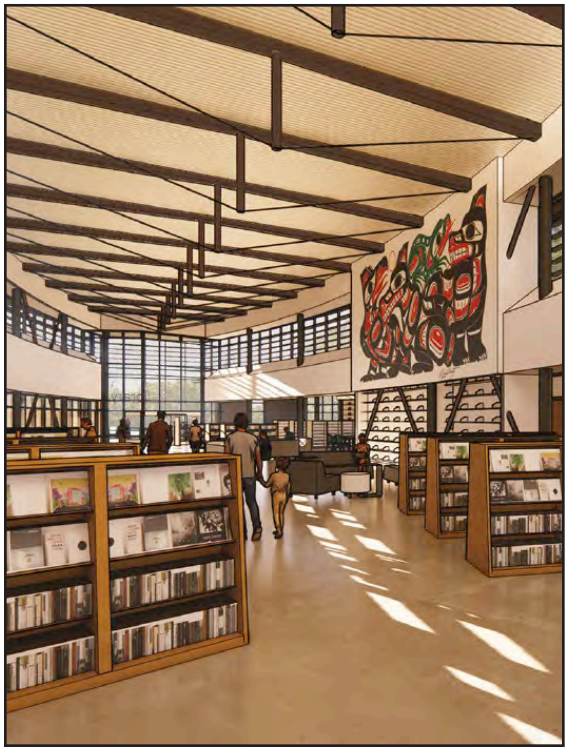


Glover Middle School Remodel

Glover Middle School will be rebuilt on the site currently serving as a field directly to the east of the current facility. This new school will front Longfellow Avenue and have a greater degree of connection to Belt Street than it currently does. This remodel is expected to be complete in 2022.

Shadle Library Expansion

In November 2018, Spokane voters approved a library bond which included an expansion of the Shadle Branch. This expansion will increase the size of the library's footprint into Shadle Park toward the water tower. Plans for this expansion include an enhanced zone for children, additional flexible use spaces, and more quiet spaces. The library will also expand toward the intersection of Wellesley and Belt, increasing the presence of the library along the Wellesley thoroughfare. The plans call for building a second entrance on the west side of the building, which will lead to more pedestrians crossing Belt Street on a direct line from the Shadle Center to the library. Construction is scheduled to begin in spring 2020.



Crosswalk on Belt Street

Safer crossings on Belt Street were one of the top priorities of residents during this planning process. The City of Spokane does already have plans to install a crosswalk along Belt about half way between Wellesley and Longfellow, where the shopping center and Glover Middle School's properties meet. This will ensure an extra level of safety when crossing Belt, but this plan proposes further changes to make Belt St even safer to cross.

HAWK Crossing at Cannon and Wellesley

The City of Spokane also has plans to install a HAWK Crossing at the intersection of Wellesley and Cannon. The City has already designed and allocated funding for this crossing and constructinon is scheduled for 2020. This will create additional safe access between the district center and the neighborhood to the north.

Revision of Longfellow Avenue

The City currently has plans to reconfigure the intersection of Longfellow Avenue and Oak Street. Currently this is a large and awkward intersection. The plan is to make this corner less confusing for both motorists and pedestrians. The plans also provide new painted crosswalks that lead directly to Shadle Park High School. These improvements help to further strengthen the connections between the neighborhood center and the residents living to the south.

Planned Project Funding

The Crosswalk on Belt, the HAWK Crossing at Cannon and Wellesley, and the intersection revision at Longfellow and Oak are all funded through either the Neighborhood Traffic Calming Program or the School Safety Program.

8
Next Steps

Implementation of the Shadle Area Neighborhood Plan will require the ongoing support and commitment of the Audubon-Downriver and Northwest Neighborhood Councils and residents. This plan provides a starting point to ensure future development adheres to the neighborhood vision.

Approval of the action plan will not result in immediate project funding. Ideas presented in this plan will require further analysis, and capital projects will require funding for implementation.

The Neighborhood Councils are encouraged to pursue the following steps in order to successfully implement the plan and develop key catalyst projects:

- *Funding:* Identify potential funding sources for priority projects. Consider grants, public/private partnerships, fundraising, and community volunteer efforts.
- *Update:* Consider updating the project list and action plan on an annual basis to address completed projects and changed neighborhood conditions.

APPENDICES

Appendix A - Final Survey Results
Appendix B - Demographics
Appendix C - Public Outreach Summary
Appendix D - Spokane Comprehensive Plan Policies
Appendix E - Zoning Review

Final plan and appendices found on the City of Spokane website:
https://my.spokanecity.org/business/planning/neighborhood/

This plan was developed in partnership with:

Northwest
Neighborhood Council

Appendix A

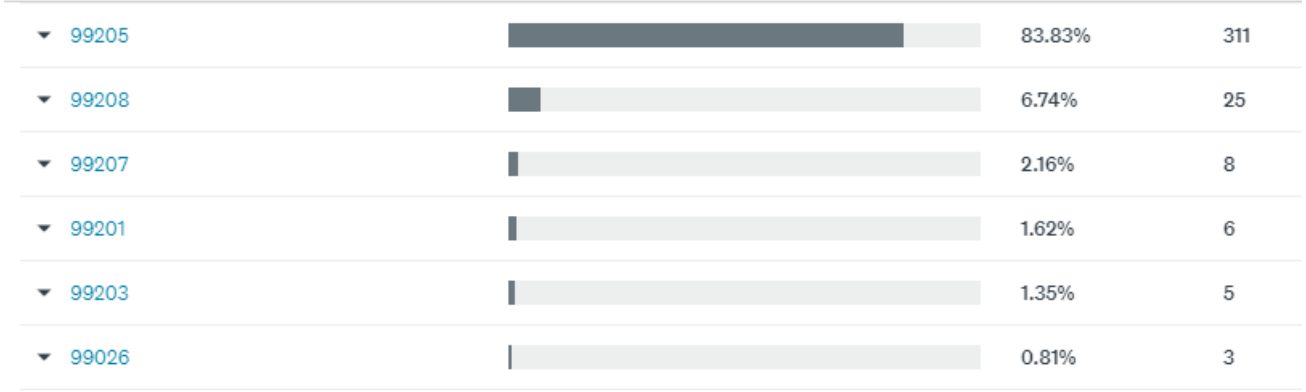
Shadle Area Questionnaire

Final Results
August 21, 2019

Results Collected May - August 2019 via SurveyMonkey

Q1 In which ZIP code do you currently live in? (enter five-digit ZIP code; for example, 00544 or 94305)

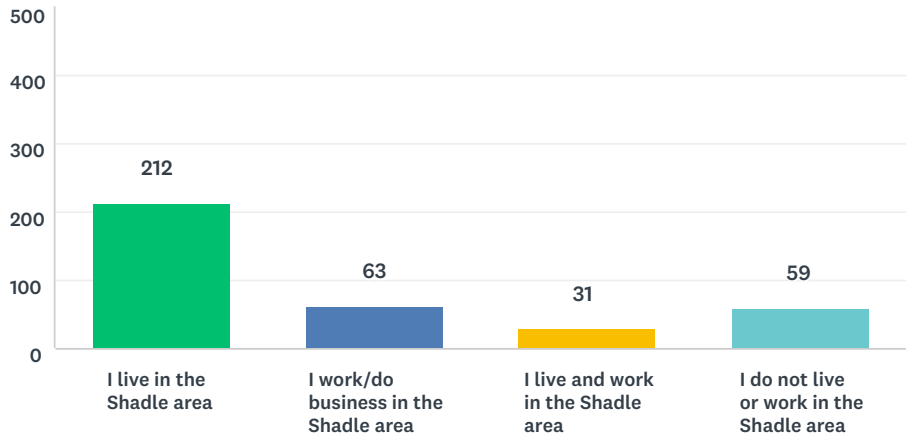
Answered: 371 Skipped: 2



99205	83.83%	311
99208	6.74%	25
99207	2.16%	8
99201	1.62%	6
99203	1.35%	5
99026	0.81%	3

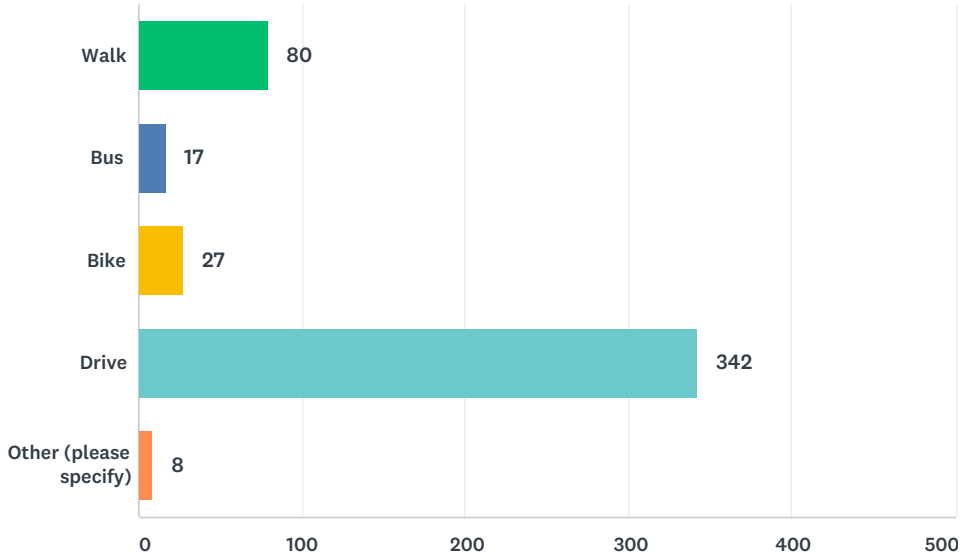
Q2 Which statement best represents you?

Answered: 365 Skipped: 8



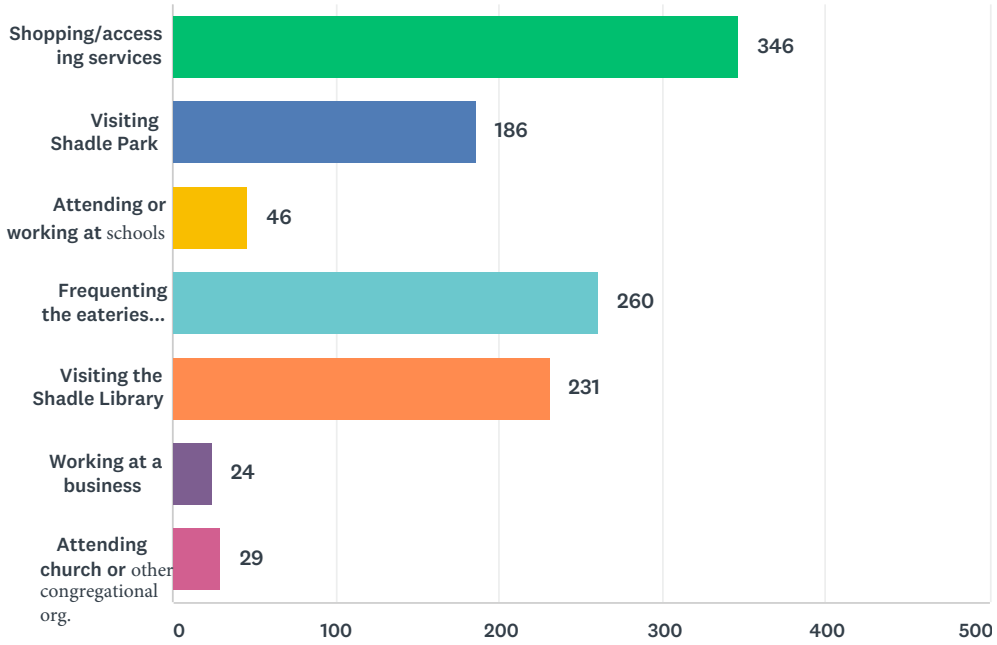
Q3 How do you usually get to the Shadle area?

Answered: 372 Skipped: 1



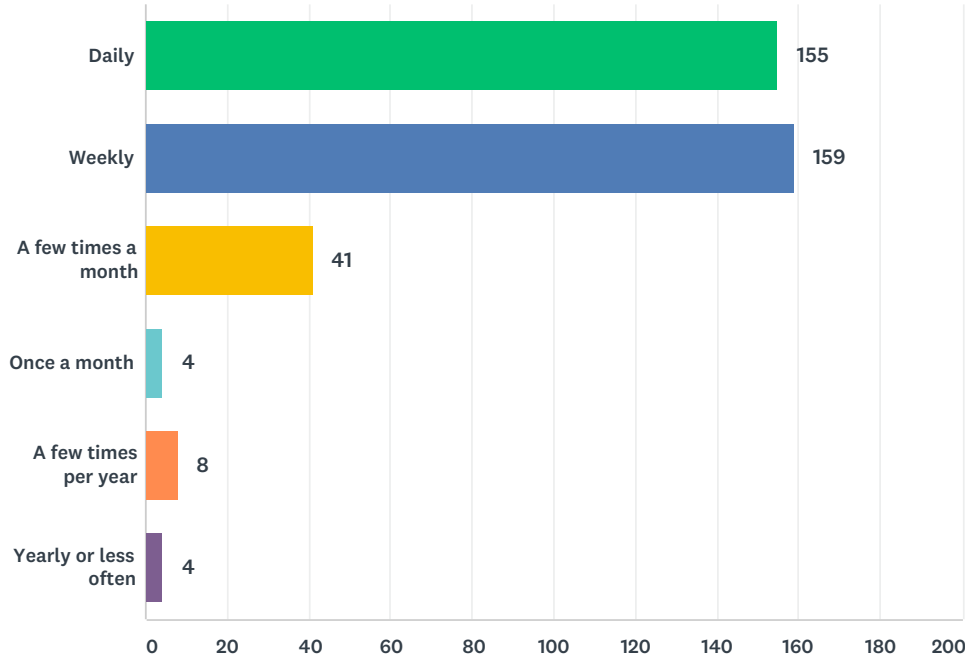
Q4 How do you use the Shadle area? (Please check all that apply)

Answered: 370 Skipped: 3



Q5 How often do you visit the area?

Answered: 371 Skipped: 2



Q6 What are things you like about the area? (up to 5)

Answered: 345 Skipped: 28

See full list of comments on pages 23-32.

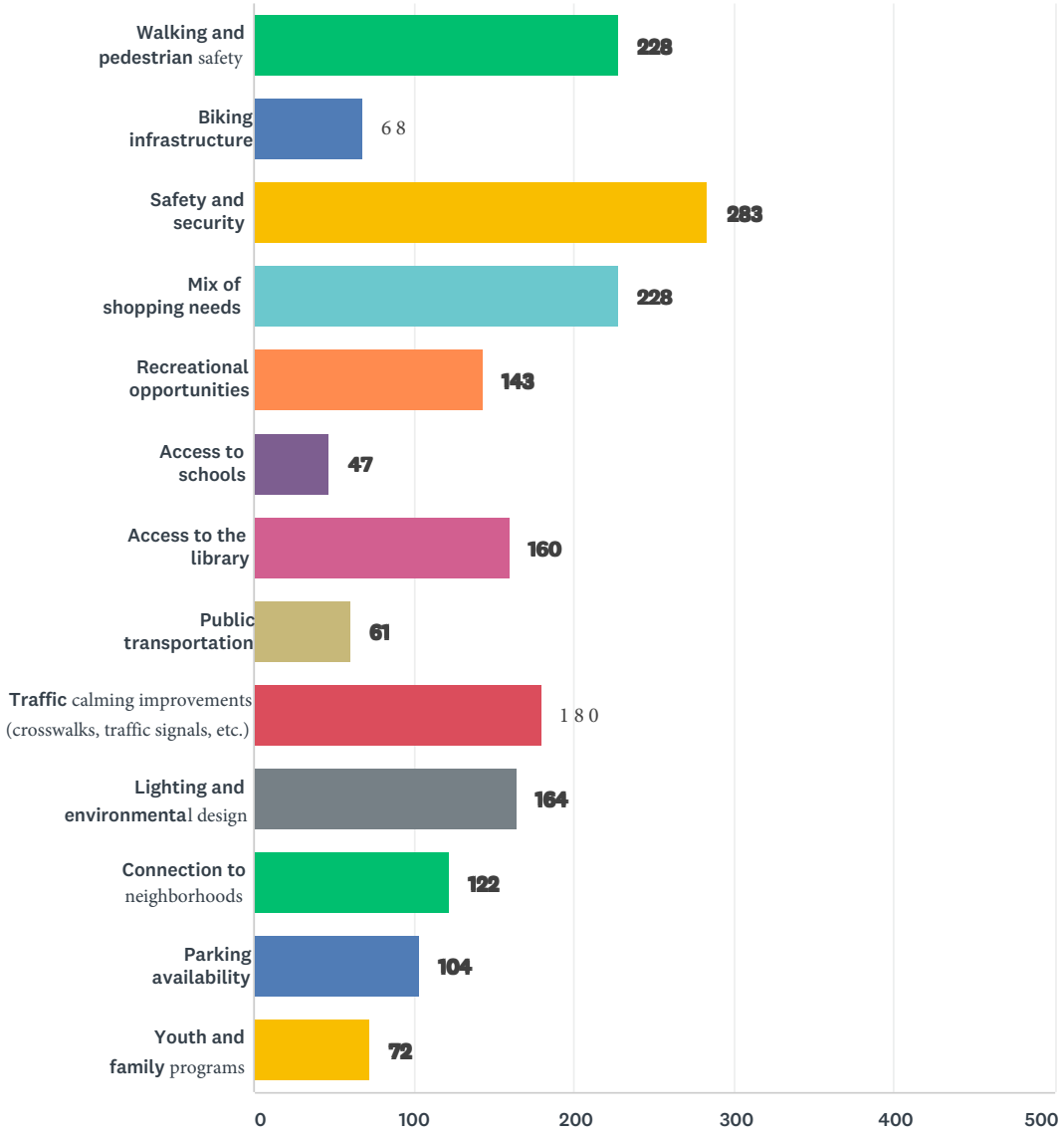
Q7 What are things you do not like about the area? (up to 5)

Answered: 340 Skipped: 33

See full list of comments on pages 33-44.

Q8 What five topics are most important to you?

Answered: 372 Skipped: 1



Q9 What opportunities do you see for improvement of the overall character of the area?

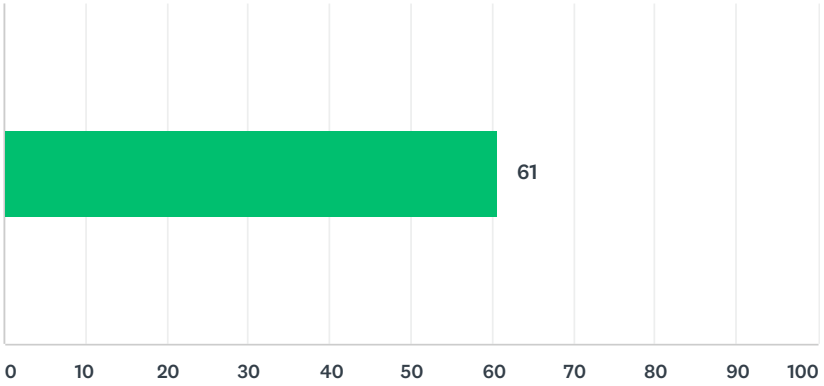
Answered: 305 Skipped: 68

See full list of comments on pages 45-56.

Q10 Regional vs. Local (Average Rating Score)

Answered: 344 Skipped: 29

The Shadle area has a regional draw because the services, recreation, schools, and nearby Joe Albi Stadium make this area desirable at the regional level.

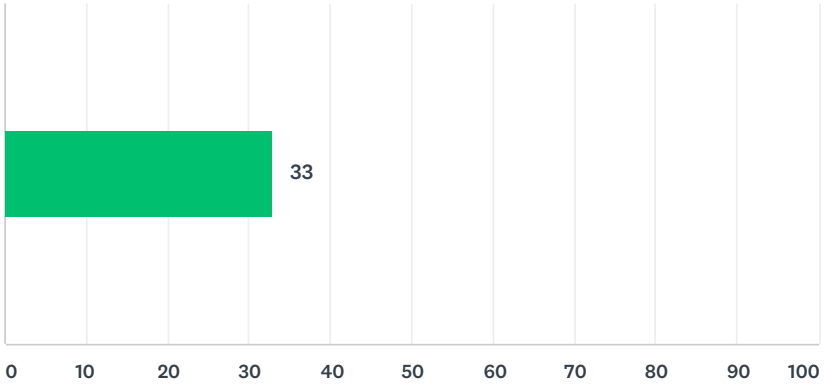


The Shadle area has a small-scale neighborhood feel, with local services that are used by people in the immediate area.

Q11 District Feel (Average Rating Score)

Answered: 347 Skipped: 26

The overall character of the district feels disconnected and “generic”. When being in the Shadle area I do not get the sense I’ve entered a “district.”

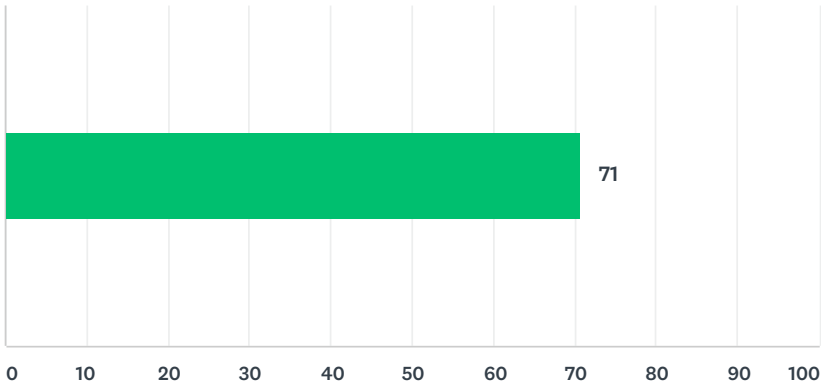


The Shadle area has a unique character that provides a sense that I’ve arrived at a desirable destination.

Q12 Unique Identity (Average Rating Score)

Answered: 344 Skipped: 29

The Shadle area has a distinct identity and I feel connected to the overall community and neighborhood.

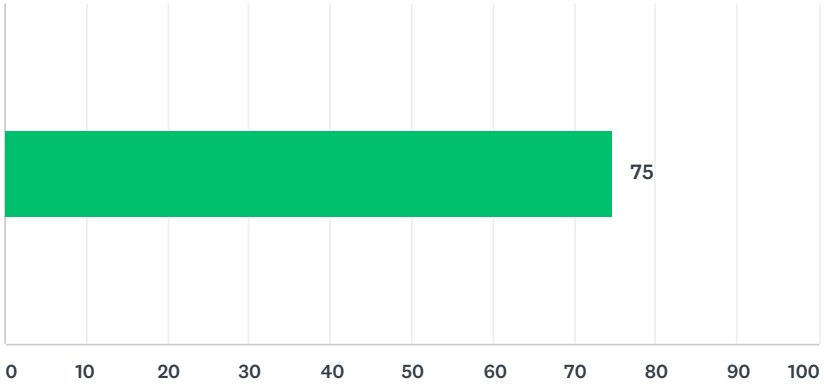


The Shadle area should strive to create an identity through enhancements that give a “neighborhood feel” and make it a community hub.

Q13 Public Safety (Average Rating Score)

Answered: 348 Skipped: 25

There is an adequate public safety presence and improvements in the Shadle area.

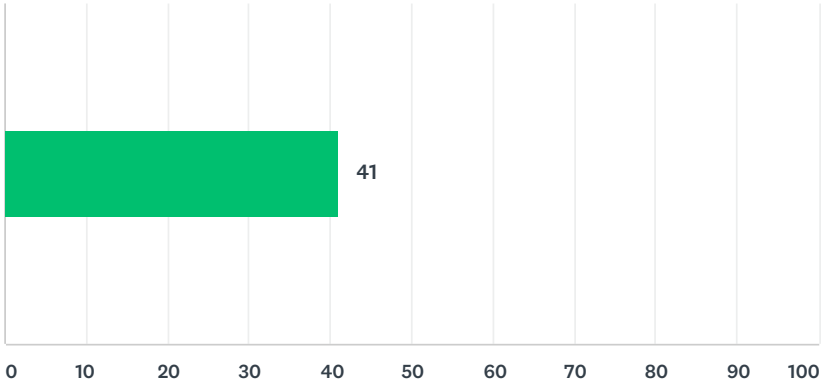


I feel there could be an increased public safety presence and improvements in the area.

Q14 Housing (Average Rating Score)

Answered: 344 Skipped: 29

I feel the traditional development pattern of predominantly single-family homes is adequate.

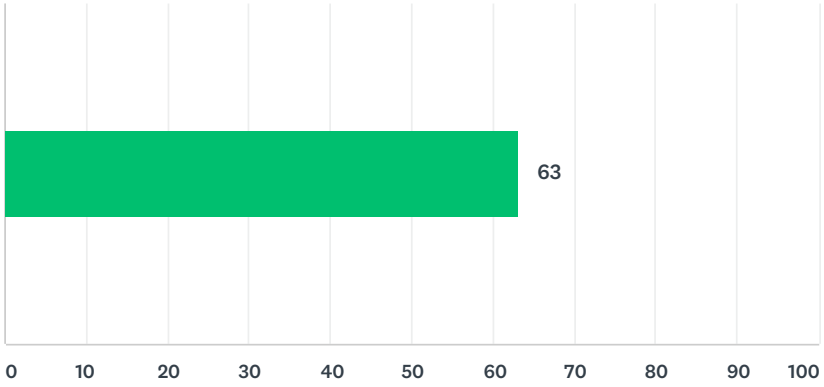


I feel there should be a diversity of housing choices for all people in the area, including single family, multi-family, and senior housing.

Q15 Transportation (Average Rating Score)

Answered: 343 Skipped: 30

The Shadle area is better suited towards cars as the main mode of transportation.

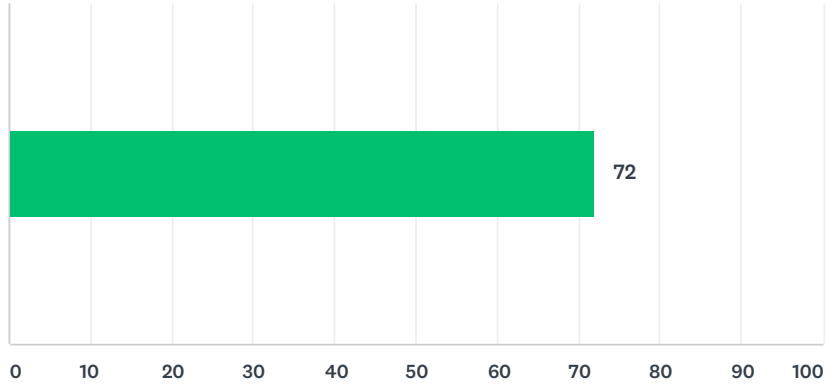


The Shadle area should incorporate walkable and bikeable street design and focus.

Q16 Integration (Average Rating Score)

Answered: 345 Skipped: 28

Access should be fairly limited, with fewer connections to adjoining areas and traffic concentrated on major roadways.



Access should be fairly open, with multiple connections to adjoining areas (i.e Shadle park, Library, schools, nearby residential…etc.) and provide more choices to walk, bike, or bus.

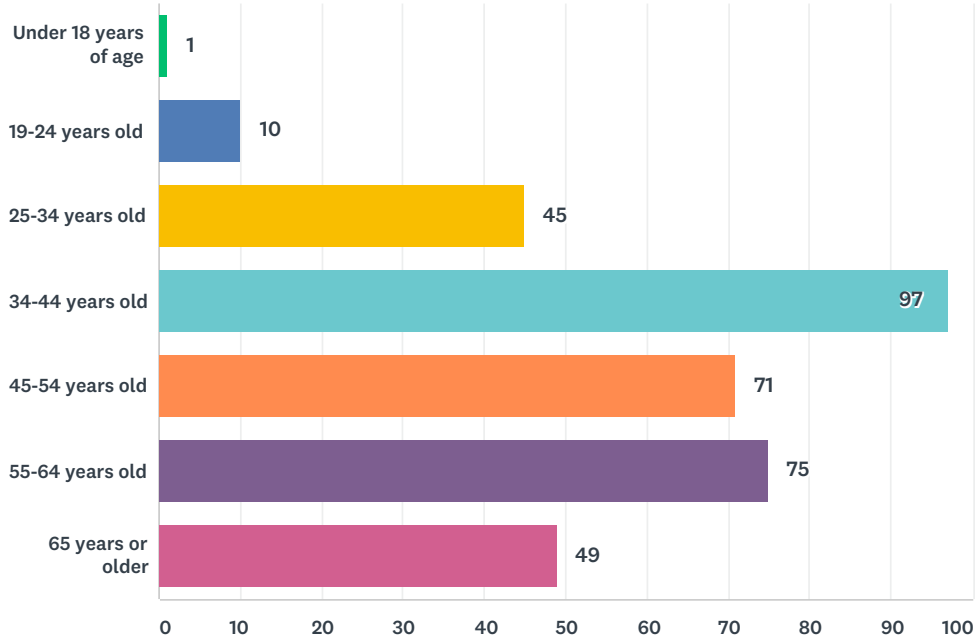
Q17 Have other ideas or concerns about the future of the Shadle area? Share them here.

Answered: 144 Skipped: 229

See full list of comments on pages 57-63.

Q18 What is your age?

Answered: 348 Skipped: 25



Q19 What is your household size?

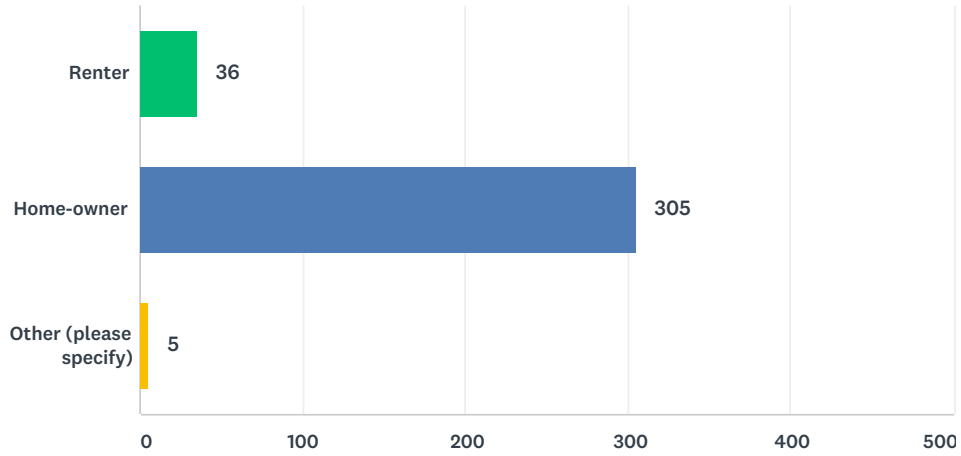
Answered: 336 Skipped: 37

Number of People in Household	Count	Percent
1	55	16.6%
2	124	37.3%
3	54	16.3%
4	54	16.3%
5	31	9.3%
6	10	3.0%
7	2	0.6%
9	2	0.6%
Total	**332**	**100.0%**

Average Household Size of Respondents: 2.8 People/Household

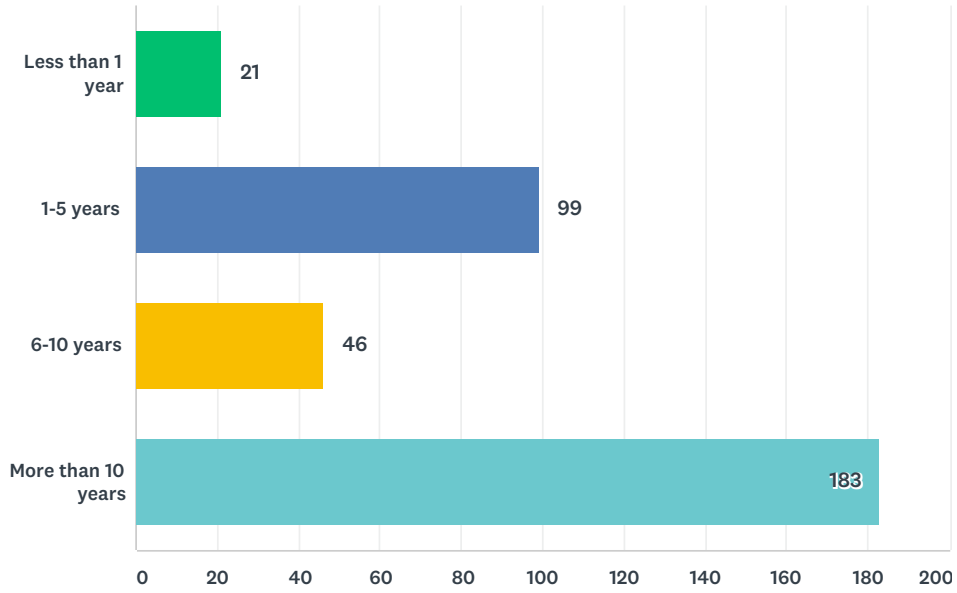
Q20 Are you a renter or a home-owner?

Answered: 346 Skipped: 27



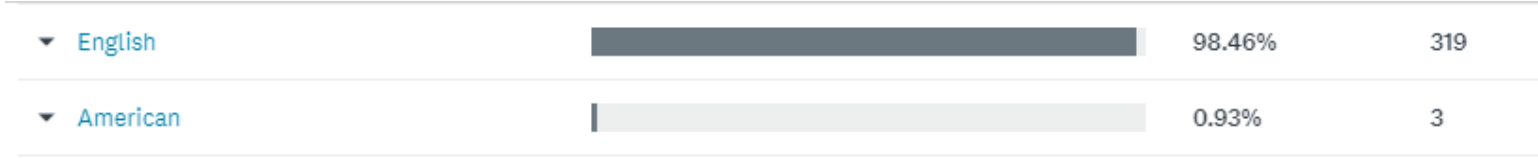
Q21 How long have you lived in your place of residence? (in years)

Answered: 349 Skipped: 24



Q22 What language is regularly spoken in your home?

Answered: 324 Skipped: 49



English	98.46%	319
American	0.93%	3

Q6 What are things you like about the area? (up to 5)

Answered: 345 Skipped: 28

#	RESPONSES	DATE
1	I like the library and how close it is to the park. We get to enjoy both in the same day, at the same visit. We also go to the McDonalds during cold/too hot times for the play place.	8/20/2019 12:03 PM
2	Convenience, nice park, SPHS is a great school	8/20/2019 11:11 AM
3	It's accessible and traffic moves easily	8/20/2019 9:14 AM
4	Close proximity to my home. Quite a few options for stores and quick service food establishments.	8/20/2019 6:13 AM
5	the look of the yards and houses. The friendliness of the it, many residents wave and say "Hi/Hello" The parks.	8/20/2019 4:34 AM
6	Easy access to shopping.	8/20/2019 4:20 AM
7	Quiet, the park, being close to ammenities	8/20/2019 4:06 AM
8	The Shadle Library has the best library hours of all the branches within the city, and it has parking!	8/20/2019 3:32 AM
9	The parks The people The stores The potential	8/20/2019 2:34 AM
10	Easy accessed	8/20/2019 1:55 AM
11	Good shopping options, relatively clean, safe.	8/20/2019 1:46 AM
12	The views.	8/20/2019 12:08 AM
13	Convenience, close to home, good variety of stores, shopping center well maintained, easy to get to.	8/19/2019 11:23 PM
14	Only Jamba Juice in Spokane, one stop shopping center, east to get to from downtown	8/19/2019 8:23 PM
15	It’s not surrounded by drugs.	8/19/2019 5:19 PM
16	Dwight merkle Bowl and pitcher Swimming pool Safeway Browne elementary	8/19/2019 5:06 PM
17	Walkable park, businesses like grocery store and restaurants	8/19/2019 5:04 PM
18	Convenience, shopping, access to other areas	8/19/2019 5:01 PM
19	Baseball field Splash pad Restaurants	8/19/2019 3:58 PM
20	Variety of stores	8/19/2019 3:24 PM
21	Safeway	8/19/2019 2:30 PM
22	Grew up in the area and just enjoy the park proximety to the schools and to the shopping center	8/19/2019 2:18 PM
23	Water tower	8/19/2019 2:16 PM
24	Convenience; close to my home	8/19/2019 2:10 PM
25	Restraunts	8/19/2019 1:04 PM
26	The park and the drum-shaped water tower.	8/19/2019 12:18 PM
27	Love the open space, nice library, free parking, easy access from all directions to district.	8/19/2019 12:09 PM
28	Socioeconomic level, shopping choices, food options	8/19/2019 12:07 PM
29	Long time owners in neighborhood and modest homes for new home owners. The jewel is the High school, shadow center, pool, library, and park.	8/19/2019 12:06 PM
30	It feels safe. It's very pretty along the trail. Walking distance to the trail.	8/19/2019 10:55 AM
31	Grew up in the Shadle area and call it home. Live out Indian Trail now but shopping is close.	8/19/2019 10:42 AM
32	Close to home	8/19/2019 10:38 AM

33	Convenience of the shopping center. It has a good variety of stores.	8/16/2019 1:36 AM
34	Mix of stores-Walmart, Dollar Store, Safeway Gas stations-Safeway & Chevron Food- McDonalds, Subway Lots of free parking; plowed in winter Easy access from Wellesley	8/14/2019 4:49 AM
35	Quite neighborhoods Family oriented	8/11/2019 3:24 PM
36	Close to home, many conveniences (has, coffee, groceries, fast food etc.)	8/10/2019 2:30 PM
37	Library, green space, variety of shopping, variety of restaurants, variety of activities.	8/9/2019 7:33 AM
38	Love the library and park	8/9/2019 6:03 AM
39	The Chinese food at Safeway	8/9/2019 5:08 AM
40	The big trees, Swimming pool, Library,	8/9/2019 3:48 AM
41	I like having the variety of services such as the pool, library and shopping center. The parking is convenient as well.	8/8/2019 1:07 PM
42	Honestly, not much. I do like all the green space tho!!	8/8/2019 10:41 AM
43	Convenient access from my home Good variety of services/shops (grocery, library, church, pharmacy)	8/8/2019 10:23 AM
44	shopping, the park, the library	8/8/2019 8:40 AM
45	Close to home and has a variety of businesses	8/8/2019 7:01 AM
46	Convenience (many shopping areas/services close together and easy access via arterials.)	8/8/2019 6:00 AM
47	its not too crowded	8/8/2019 1:08 AM
48	Convenient shopping	8/7/2019 7:07 AM
49	Close to shopping Close to restaurants Friendly neighbors	8/6/2019 5:11 PM
50	Convenient,	8/6/2019 2:56 PM
51	Ease of getting in and out if parking Variety of stores and restaurants	8/4/2019 8:32 PM
52	It is a nice area, I have friends and family in the area as well as frequent businesses	8/4/2019 1:48 PM
53	Library, grocery store	8/4/2019 5:43 AM
54	Parks Older neighborhood with trees, flowers Friendly Convenient access to stores	8/1/2019 2:13 PM
55	I am ambivalent towards the area.	8/1/2019 11:19 AM
56	It is clean and close to my home.	8/1/2019 8:09 AM
57	Shopping and restaurants near where I live in Downriver area.	8/1/2019 7:55 AM
58	Audubon park Flying goat Downriver grill Shadle library	8/1/2019 5:56 AM
59	Proximity to home	7/30/2019 8:10 PM
60	Daily needs are all in one place	7/30/2019 4:07 AM
61	Both food & shopping nearby.	7/26/2019 6:16 AM
62	Close to homeshopping, Global is my bank, post office	7/25/2019 12:26 PM
63	The greenery.	7/25/2019 6:31 AM
64	The old Shadle Center has lots of free parking	7/25/2019 6:27 AM
65	Nice high school campus. Convenient grocery shopping. Convenient Monroe bus line.	7/24/2019 4:46 AM
66	Drive-ability & the variety of services available	7/23/2019 9:54 AM
67	easy access to a variety of services	7/22/2019 2:16 PM
68	na	7/22/2019 7:54 AM
69	Tree lined streets Convenience of businesses	7/20/2019 4:02 AM

70	Having restaurants within walking distance of the residential area. I also find myself frequenting the hardware store and enjoying the parks and library. I live fairly close to the bluff so I like to hike to bowl and pitcher too.	7/19/2019 5:40 PM
71	Retail shopping, Shadle Park, Library, Pool, Schools	7/19/2019 3:14 PM
72	Proximity to my home.	7/19/2019 1:25 PM
73	nice area	7/19/2019 9:42 AM
74	Convenience, variety of services, playground for grandkids	7/19/2019 9:18 AM
75	Shopping, library, park/swimming, low crime	7/19/2019 3:38 AM
76	Close to food and shopping, quiet, good neighbors.	7/18/2019 11:59 PM
77	Access is easy to shopping—grocery, fast food, misc Love the library School access for children	7/18/2019 11:54 PM
78	The pool and the library. The legion baseball field is also very nice.	7/18/2019 3:44 PM
79	Our quiet neighborhood, stores within walking or short drive	7/18/2019 3:29 PM
80	Good restaurants, convenient shopping	7/18/2019 2:39 PM
81	It's close to home and offers great shopping and services that I use	7/18/2019 1:52 PM
82	Close to home Good mix of business I'm familiar	7/18/2019 11:28 AM
83	Close to my home for shopping and services. A library that is close by and the parks	7/18/2019 10:25 AM
84	That I can walk to most of what I need if I choose.	7/18/2019 9:50 AM
85	Friendly people and tall trees	7/18/2019 7:48 AM
86	Convenience. Beauty. Accessibility. Diversity	7/18/2019 7:34 AM
87	Easy to get around	7/18/2019 7:00 AM
88	It's close to where I live. Having a grocery store nearby is helpful. The library is so great for kids! The public pool is nice during the summer.	7/18/2019 7:00 AM
89	It's proximity to my home; Shadle Shopping Center	7/18/2019 5:32 AM
90	Convenience,	7/18/2019 5:08 AM
91	People tend to take care of their yards, the older trees, the schools, the people, the local businesses	7/18/2019 4:56 AM
92	It used to be a clean, quiet safe neighborhood.	7/18/2019 2:47 AM
93	Close proximity to shopping	7/18/2019 2:40 AM
94	Convience	7/18/2019 2:34 AM
95	Proximity to my house	7/18/2019 2:19 AM
96	Park, easy/convienent shopping	7/18/2019 2:11 AM
97	Convenience to where I live.	7/18/2019 1:47 AM
98	Convenient. Mostly clean, has all the services I need	7/18/2019 1:42 AM
99	Has a grocery store. Schools are in close proximity. Easy in and out vehicle access.	7/18/2019 1:40 AM
100	Close to my house	7/18/2019 1:37 AM
101	Access to businesses Community feel Majority of residents take care of their homes	7/18/2019 1:35 AM
102	Proximity to my house and the convenience of being able to handle multiple errands at one time.	7/18/2019 1:28 AM
103	Lots of kid friendly areas- playgrounds, library, pool, etc. Shopping for groceries	7/18/2019 1:26 AM
104	Walmart and dollar store and park and library..all close together...to do all shopping and gathering at same trip	7/17/2019 4:57 PM
105	Businesses and services located in area Traffic flow Bus routes New and brighter street lights The Monroe upgrade making pedestrian traffic safer	7/17/2019 12:42 PM
106	The library Ease of all needs for shopping Different food choices	7/17/2019 11:04 AM

107	Close in proximity	7/17/2019 10:21 AM
108	You can find most everything that you might need Easy to access	7/17/2019 9:49 AM
109	Nearby and a variety of shops plus library. Nice green space around library.	7/17/2019 9:41 AM
110	Convenient	7/17/2019 9:39 AM
111	Close, convenient shopping	7/17/2019 7:58 AM
112	Friends in the neighborhood. Safety,	7/17/2019 7:23 AM
113	I grew up in the Shadle area and went to Shadle Park high school. I enjoyed Shadle center and Emma favorite of the Chevron gas station there. I also shop at Safeway.	7/17/2019 6:55 AM
114	It's close to my house, even if I cant drive, I can walk! My kids use a lot of these services as well	7/17/2019 6:47 AM
115	Close proximity to shopping and walking trails. Safe-ish neighborhoods	7/17/2019 6:40 AM
116	Close to home	7/17/2019 1:45 AM
117	Grew up in the area	7/17/2019 1:01 AM
118	Arterial streets going north-south and east west. Shopping is available at Wellesley and Alberta.	7/16/2019 2:18 PM
119	Home, work, shopping and playing are within a few blocks.	7/16/2019 1:44 PM
120	safe, convenient, many stores, roundabouts, park	7/16/2019 1:04 PM
121	Clean, easily accessible, Safe	7/16/2019 9:11 AM
122	close proximity; clean; friendly; love the variety of merchandise at Walmart	7/16/2019 6:05 AM
123	Stores other than Wal-Mart. How about a Fred Meyer? Or Target? Safeway is fine but we need a better option than Wal-Mart	7/15/2019 11:54 AM
124	Low buildings/more sky, mostly clean, good location/5-10 min from downtown,	7/15/2019 9:00 AM
125	Its convenient, and I love having the park there.	7/14/2019 10:02 PM
126	Don't know what you are looking for here. I like being close to everything (esp. the Garland Business Dist.). I like the variety of shops, the sense of community, the park, and the library.	7/14/2019 12:11 PM
127	Its home, has been for a lifetime and what is happening in this neighborhood now is a crying shame!	7/13/2019 10:59 PM
128	easy access, many services	7/13/2019 12:11 AM
129	Park	7/12/2019 7:36 AM
130	Lots of services in one place Library Mix of park/pool/school	7/11/2019 2:40 PM
131	Park	7/11/2019 2:11 PM
132	Good mix of businesses at the Shadle Center	7/11/2019 8:19 AM
133	older people, one stop shopping, library	7/11/2019 7:31 AM
134	Convenient and clean	7/11/2019 7:05 AM
135	Convenience	7/11/2019 7:01 AM
136	Traffic isnt too bad most of the time	7/11/2019 6:47 AM
137	Parking	7/11/2019 6:43 AM
138	Park Shopping center School	7/11/2019 6:41 AM
139	Several businesses close together. Green space in the park.	7/11/2019 6:40 AM
140	Proximity to my house Stores Library	7/10/2019 11:43 PM
141	Neighborhood proximity	7/10/2019 2:08 PM
142	Variety of stores/businesses Closest to home Shadle Park is an oasis in the suburban hustle and bustle Cop Shop/police presence	7/10/2019 5:04 AM
143	Shadle Park HS and Shadle Park	7/9/2019 2:28 PM

144	THE GREEN SPACE	7/3/2019 9:14 AM
145	I like the post WWII "starter home" blocks, Shadle Park, and proximity to other small neighborhood business areas.	6/28/2019 2:04 AM
146	Green space, sidewalks, public library, park	6/26/2019 11:51 AM
147	Access to services, library, lack of significant traffic issues	6/26/2019 3:56 AM
148	Park, library, stores,	6/24/2019 10:42 AM
149	The beautiful library and park	6/24/2019 3:08 AM
150	Conveniently close.	6/23/2019 11:33 AM
151	good variety of stores, places to get food and coffee, quiet neighborhoods, Shadle Park, Shadle Library, Shadle center has plenty of easy parking	6/22/2019 8:26 AM
152	I like that the main bulk of stores and restaurants are in one area so it is possible to park and walk.	6/22/2019 7:24 AM
153	Park, trees, amenities	6/21/2019 11:02 PM
154	Grocery shopping and the library.	6/21/2019 5:39 AM
155	Tennis courts	6/21/2019 3:53 AM
156	Combined library and park	6/21/2019 2:20 AM
157	Access to shopping close by, relatively clean, relatively crime free	6/20/2019 1:16 AM
158	1. Audubon Park, 2. Fairly self-contained and provides what we need, 3. Safety of neighborhood streets for running, 4. Library, 5. We like that many streets have sidewalks	6/19/2019 12:53 PM
159	Nice community of people Loma Vista Park	6/19/2019 8:22 AM
160	Closeness of shopping, library, park, short drive to downtown, city pool	6/19/2019 8:17 AM
161	getting simple things need for home or yard	6/18/2019 2:42 PM
162	Library, trees, schools, people	6/18/2019 12:31 AM
163	Has services that I need and they are convenient.	6/18/2019 12:16 AM
164	Quiet neighbourhoods Easy access to businesses	6/17/2019 3:10 PM
165	Close proximity to shopping businesses, library, schools	6/16/2019 9:17 AM
166	Safeway Starbucks Mod Pizza Subway the Roundabout pool library Shadle park	6/15/2019 3:26 PM
167	The pool, the library, Mod Pizza	6/15/2019 9:47 AM
168	shoping	6/14/2019 8:15 AM
169	It is convenient to where I live.	6/14/2019 8:05 AM
170	Pool, close proximity to stores, generally quiet neighborhood	6/14/2019 2:39 AM
171	Nice neighborhoods, Easy access to shopping, Trees, Shadle Park	6/14/2019 2:06 AM
172	has a few of the places i like to shop.	6/14/2019 1:12 AM
173	1. that it is close by and has easy access. I particularly enjoy the public library	6/13/2019 5:13 AM
174	I like that there is a few different eateries, a grocer, a Walmart, Starbucks and other small shops. The library and adjacent park are wonderful. I used to take my son to the library and the park when he was small.	6/13/2019 3:37 AM
175	Shopping and park within walking distance	6/13/2019 2:31 AM
176	Retail, parks, easy commute	6/12/2019 4:54 PM
177	Ease to shopping and the pool	6/12/2019 4:29 PM
178	Park and pool	6/12/2019 3:53 PM
179	Proximity to amenities	6/12/2019 2:53 PM
180	Proximity	6/12/2019 1:51 PM

181	1. location and convenience 2. the park open space and trees	6/12/2019 1:33 PM
182	The neighborhood, park, water tower, and library.	6/12/2019 9:25 AM
183	convenient location with multiple services - stores, library green area close to home s	6/12/2019 8:40 AM
184	library, park, swimming pool, stores, restaurants	6/12/2019 8:01 AM
185	Convenience of grocery stores, gas stations & fast food options all available in one parking lot at Shadle Shopping Center.	6/12/2019 3:58 AM
186	I love the park, pool & library	6/12/2019 3:50 AM
187	The park pool The library Greenspace Safeway	6/12/2019 2:39 AM
188	I love the Safeway store in Shadle. I sometimes go to Starbucks, WalMart and the library. The area is convenient, clean and there is ample free parking.	6/12/2019 2:35 AM
189	Park and pool. Neighborhood feel not full of apartments, but more a multi family unit of homes and small business, library, park.	6/12/2019 12:45 AM
190	Trees/Audobon Park/Close to Cop Shop/post office/small businesses	6/11/2019 1:30 PM
191	Many of the things I need close together can get a lot of errands done at once. Good food options for a quick bite to eat	6/11/2019 7:18 AM
192	I like the selection. I like having a Safeway, Wal-Mart, and Rite Aid for shopping as well as various restaurants and smaller shops. I like that we have a park, pool, and library.	6/11/2019 7:12 AM
193	I like the new turn lane from Wellesley, the new area for the library and the new park water area	6/11/2019 7:10 AM
194	the library, the splash park, the neighborhoods, the leafy trees	6/11/2019 7:06 AM
195	Grocery shopping near by	6/11/2019 6:32 AM
196	Proximity of different stores and necessities. Not too much traffic.	6/11/2019 2:27 AM
197	Variety of use for all ages, close to home, plenty of free parking, fairly smooth traffic flow, landmarks like the water tower	6/11/2019 2:08 AM
198	Close to where I live.	6/11/2019 1:48 AM
199	Current easy and beautiful park setting	6/10/2019 11:57 PM
200	The High School fields, Track, Gym & Tennis Courts Library Shopping	6/10/2019 1:05 PM
201	It has the businesses I need. The library and park are there, and while there is lots of traffic, it also has a neighborhood feel	6/10/2019 1:05 PM
202	The old home town look.	6/10/2019 12:08 PM
203	Nice area, has everything, low crime (I feel safe), helpful caring people, close schools	6/10/2019 12:04 PM
204	Close to home. We shop at the Safeway.	6/10/2019 11:58 AM
205	The ease of getting around. The park and trees. The library. The post office. Good mix of businesses parks & residence.	6/10/2019 11:42 AM
206	Generally well laid out streets; easy access to neighborhood amenities and adjacent neighborhoods	6/10/2019 9:45 AM
207	Handy from our house - gas, groceries, drug store, etc. Close to Audubon park to walk our dog	6/10/2019 9:30 AM
208	Connectivity Concerts Shopping	6/10/2019 8:51 AM
209	Location & convenience of stores & services	6/10/2019 8:02 AM
210	Quiet and peaceful neighborhood, convenient also.	6/10/2019 7:55 AM
211	Close to my house, groceries, library access, fast food.	6/10/2019 7:32 AM
212	Park, shopping center, good neighbors	6/10/2019 7:16 AM
213	The park, library,	6/10/2019 7:10 AM
214	Great facilities wish they were safer (homeless people in the park etc)	6/10/2019 7:09 AM
215	The park, the pool, Shadle Park High School, the library, and the Shopping center	6/10/2019 5:01 AM

216	Fairly crime free, lots of families, nice parks, feel safe to walk.	6/10/2019 4:27 AM
217	Lots of land Large population in area	6/10/2019 3:41 AM
218	Park, stores, schools	6/10/2019 2:57 AM
219	Not much. I only go there because I live in the neighborhood. I like the pool, the library, and Mod Pizza (love them because we can get dairy and gluten free). Beyond that, I'm reaching for 2 more: Walmart is affordable (but isn't allowed to have groceries, so I drive to the Colton store), my kids like McDonalds (but the Shadle location often screws up our order, so we often go to Francis).	6/9/2019 2:54 PM
220	Convenient location to get groceries, gas, medications or small items at Rite Aid, and nail services (mani/pedi)	6/9/2019 11:18 AM
221	Friendly, easy access	6/9/2019 2:15 AM
222	Park Grocery & gas Library Dollar store Food	6/8/2019 1:01 PM
223	Lovely neighbourhood with large yards, beautiful landacaping, lots of shopping and aingle family homes	6/8/2019 9:19 AM
224	Proximity to my home, ease of walking to the shopping center, ease of driving to the shopping center, perceived safety of the area	6/8/2019 5:15 AM
225	The proximity of services to my home. Also the mix/variety of services/stores is excellent. My family has been in the area nearly 100 years. I am 3rd generation.	6/8/2019 4:30 AM
226	close, variety of services, easy access	6/8/2019 1:50 AM
227	How close services including the library are to my home	6/8/2019 1:47 AM
228	Proximity to my home Lots of families Library, pool, parks within walking distance	6/8/2019 1:25 AM
229	The park, sAfeway,track at Shadle high, pool,neighborhood	6/7/2019 11:38 PM
230	The park/pool, the library	6/7/2019 6:09 PM
231	Close to my house.	6/7/2019 6:02 PM
232	Close to house	6/7/2019 5:56 PM
233	Close by. Good grocery shopping and also has Wal mart, Rite Aid and many eatery places. Dentist is there close by. Convienient parking. Safeway gas station and Cheveron one.	6/7/2019 2:09 PM
234	Proximity to home, trees, Shadle track and tennis courts, and splash pad	6/7/2019 1:33 PM
235	My neighbors, the general feeling of the neighborhood	6/7/2019 11:21 AM
236	I use the library a lot. It is so convenient. Have gone to meetings there and attended workshops. I run the track at Shadle HS periodically. Dentist is in the area. Get my haircut at Great Clips	6/7/2019 11:03 AM
237	Convenient shopping close to home.	6/7/2019 9:28 AM
238	Convenience to public space (park) Library is close by Easy shopping for food and general items Convenient restaurants	6/7/2019 8:56 AM
239	Super easy to get to shopping and library and easy to get out of and back home.	6/7/2019 8:50 AM
240	Accessible	6/7/2019 8:40 AM
241	It's close and has the amenities I want.	6/7/2019 8:18 AM
242	Grocery store, wal mart, its close to home	6/7/2019 8:07 AM
243	Good place to walk dogs. COP shop Nearby. Other people are usually around.	6/7/2019 7:50 AM
244	Nothing, anymore. I've lived in this neighborhood for 55 years. It is a disgrace now for the last 3 years. :(	6/7/2019 7:14 AM
245	Convenience	6/7/2019 7:02 AM
246	Close to our house	6/7/2019 6:43 AM
247	Walkability, Audobon park, services (restaurants and grocery)	6/7/2019 6:39 AM
248	swimming pool, on flat land, accessible, green space	6/7/2019 4:37 AM

249	I can complete most of my weekly errands between Walmart and Safeway. There is a credit-union ATM I can use for no fee. Plenty of parking. I can take my nephew to the park when he stays over. Traffic isn't too bad.	6/7/2019 4:25 AM
250	I frequent Walmart, Safeway and the restaurants there.	6/7/2019 4:22 AM
251	convenient	6/7/2019 12:40 AM
252	The park	6/6/2019 11:33 PM
253	Location	6/6/2019 11:12 PM
254	Location of areas such as library, park, and shopping.	6/6/2019 11:03 PM
255	park, proximity to food and shopping	6/6/2019 3:11 PM
256	I enjoy the convenience of the shopping area, the nearby parks, and surrounding neighborhood.	6/6/2019 3:07 PM
257	Convenient shopping	6/6/2019 12:55 PM
258	Shopping is convenient and library access is important to us	6/6/2019 12:10 PM
259	Proximity to my home	6/6/2019 11:01 AM
260	Single family homes	6/6/2019 10:53 AM
261	Convince of multiple places in one area	6/6/2019 10:29 AM
262	The services and businesses I use there are easily accessible.	6/6/2019 10:13 AM
263	Library is accessible	6/6/2019 10:07 AM
264	Close proximity to shops	6/6/2019 9:40 AM
265	Convenience	6/6/2019 9:36 AM
266	It's laid out nicely, it's convenient, it looks good but could look better,it has good stores	6/6/2019 9:16 AM
267	Nothing in Particular	6/6/2019 8:28 AM
268	Safeway, Starbucks, Library, Quiet streets	6/6/2019 8:15 AM
269	The neighborhood. Shopping. My family lives here. The park.	6/6/2019 8:03 AM
270	Close to where I live (Northwest), a variety of shops, the park is nice and the library is wonderful!	6/6/2019 7:45 AM
271	nice places to eat, convenient grocery store, good parks	6/6/2019 7:39 AM
272	My home	6/6/2019 7:16 AM
273	Park, walking, shopping, food	6/6/2019 7:07 AM
274	Convenient location, close to home	6/6/2019 7:05 AM
275	proximity, available services	6/6/2019 6:08 AM
276	Convenience	6/6/2019 5:52 AM
277	Nice park, close shopping, convenient access,	6/6/2019 5:51 AM
278	Shopping proximity to home. Nearby library access (although not used often) Restaurants.	6/6/2019 5:45 AM
279	Park and library	6/6/2019 5:39 AM
280	shopping variety.	6/6/2019 5:22 AM
281	Park Shopping	6/6/2019 5:12 AM
282	Multiple services offered, centrally located, lots of real working-class people, easy bus access	6/6/2019 5:08 AM
283	Walmart and Safeway. Good schools.	6/6/2019 5:07 AM
284	Variety of eateries Easy access to grocery shopping	6/6/2019 5:04 AM
285	It is close by.	6/6/2019 4:34 AM
286	Trees Great Park Easy Access to Downriver Golf Course	6/6/2019 4:34 AM
287	The availability and access	6/6/2019 4:30 AM

288	Convenience. Shopping, dining and a gas station all in a convenient area with lots of parking.	6/6/2019 4:20 AM
289	Close proximity to downtown, rest of city. Character of neighborhoods	6/6/2019 4:06 AM
290	accessibility, vibe, comfort, beauty	6/6/2019 3:46 AM
291	open spaces around the school and library	6/6/2019 3:41 AM
292	Easy access from my home Good entrance and easy exits from businesses Plenty of parking Good variety of shopping (drug store, Dollar store, Walmart, Safeway)	6/6/2019 3:13 AM
293	Close proximity to home Grocery shopping Great park Great library	6/6/2019 3:02 AM
294	Library, Walmart, McDonald's, Dollar Store, Starbucks	6/6/2019 2:58 AM
295	The restaurants, the dollar store, Walmart, the High School and the park	6/6/2019 2:26 AM
296	Close and convient	6/6/2019 12:17 AM
297	The convince of one stop shopping. The COPS shop being located in the area. Community events in the park. Proximity to the Library and Schools.	6/5/2019 11:13 AM
298	Shadle Park, shopping, Shadle Library	6/5/2019 7:15 AM
299	Low crime	6/5/2019 6:36 AM
300	So many services in one area. Love the parks and the close proximity to the schools. This area can be a community.	6/5/2019 6:35 AM
301	I love the close proximity of many different things to do.	6/5/2019 6:31 AM
302	Panda, McDonalds, WalMart, Safeway, Dollar Store	6/5/2019 6:03 AM
303	easy access. friendly people	6/5/2019 2:03 AM
304	small size of the shopping area, park area for the kids, restaurants, quiet streets.	6/5/2019 1:32 AM
305	Good arterials Relatively good pavement Well lighted	6/4/2019 12:46 PM
306	The people, Audubon park, Down river Grill, Flaming Goat pizza. My neighborhood Cleveland just 3 blocks from down river golf course is so peaceful people are always out doing their yards, walking , running. Kids are outside playing also you can trust your neighbors. You can forget to lock things up and nothing bad happens. Lots of dog owners here as well.	6/4/2019 12:23 PM
307	I love the library, and having a close grocery store	6/4/2019 12:13 PM
308	How close it is to my home. That my son is able to walk to Glover.	6/4/2019 12:06 PM
309	Close to home, Some vendors I like, nice park (When the homeless and juvenile delinquents are not there)	6/4/2019 5:17 AM
310	Proximity to the neighborhood, good selection of services and retail, easy to find parking	6/4/2019 3:31 AM
311	Quiet	6/4/2019 1:41 AM
312	The convience of everything in one place.	6/4/2019 1:24 AM
313	Lots of options. Audubon Park is nice, as are the surrounding restaurants.	6/4/2019 1:10 AM
314	location to home different stores for different needs	6/4/2019 12:23 AM
315	Convenient Safe	6/3/2019 11:57 PM
316	Family neighborhoods, access to shopping and the area is beautiful	6/3/2019 11:27 PM
317	Close to home.	6/3/2019 8:53 PM
318	Convenient, beautiful park, great pool, good library	6/3/2019 8:00 PM
319	Library, shopping, familiarity	6/3/2019 3:21 PM
320	Easy access to other areas of the city, smaller houses, public amenities, neighborhood atmosphere	6/3/2019 3:08 PM
321	Closeness The variety of food and services	6/3/2019 2:27 PM
322	Ease of access to and diversity of stores; the beauty of Shadle Park; family friendly environment (during the day); the library	6/3/2019 2:06 PM

323	Convenient Pool Park	6/3/2019 1:39 PM
324	It’s where I live	6/3/2019 1:38 PM
325	Familiar, all necessities are walking distance.	6/3/2019 1:36 PM
326	Community support, schools, library	6/3/2019 1:32 PM
327	Lots of shops and activities, close to downtown Round about on Wellesley to continue flow of traffic towards joe albi	6/3/2019 1:26 PM
328	Walk, food shop, library, coffee, eat	6/3/2019 1:26 PM
329	library, pool, 5 mile shopping center, still some nice neighborhoods	6/3/2019 1:20 PM
330	Several food options	6/3/2019 1:10 PM
331	Shopping Food Library	6/3/2019 1:00 PM
332	Convenient grocery store, potential for leisure and recreation	6/3/2019 12:59 PM
333	Clean, good parking	6/3/2019 12:48 PM
334	Park Restaurants - flying goat, tecate, downriver grill	6/3/2019 12:48 PM
335	I grew up here, neighborhood is generally safe and quiet, easy access to library, grocery store if I need to make a last minute trip.	6/3/2019 12:48 PM
336	Pretty	6/3/2019 12:47 PM
337	Lots of parking, mix of businesses, Library	6/3/2019 12:28 PM
338	Park, Shopping, restaurants, library, and light traffic	6/3/2019 12:03 PM
339	- The library - The park - Selection of stores and restaurants - Safeway Chinese food	6/3/2019 10:42 AM
340	Easy to get to. Variety of stores/locations.	6/3/2019 9:48 AM
341	free parking, restaurants, shopping, library	6/3/2019 6:28 AM
342	The block I live on is very family oriented, quiet, and the people are friendly	6/3/2019 3:43 AM
343	- Nice access to some retail - Nice access to park, library	6/3/2019 2:38 AM
344	I like the proximity to the park and library. It's nice to have these uses central to the area.	5/30/2019 9:16 AM
345	Jamba Juice is rad. Green & gold color scheme of Shadle area reminds me of my alma mater colors, nostalgia levels 10000x.	5/30/2019 7:37 AM

Q7 What are things you do not like about the area? (up to 5)

Answered: 340 Skipped: 33

#	RESPONSES	DATE
1	Not super walkable from park to McDonalds. You must go to the light to cross.	8/20/2019 12:03 PM
2	Drug use/selling Homeless Trouble teens	8/20/2019 11:11 AM
3	I would like a greater variety of stores	8/20/2019 9:14 AM
4	Homeless and hoodlums	8/20/2019 6:13 AM
5	Traffic can get backed up around Safeway during the 5 O'Clock rush hour.	8/20/2019 4:20 AM
6	Could be cleaner. Some areas on Driscoll	8/20/2019 4:06 AM
7	It's not pedestrian or bike friendly.	8/20/2019 3:32 AM
8	Loma vista park needs a walk way all the way around it. Right now the busiest street has no side walk. Also the traffic gets stupid at 5 on weekdays. From NT J Meenach Dr. At NW Blvd. Going up Alberta it is always traffic. The biggest issue of this is the 4 way stop at Rowan and Alberta. Car cut to the right and left and go up the side streets really fast to get past the line of cars waiting for the 4 way stop.	8/20/2019 2:34 AM
9	Crime, horrible parking lot issues at Shadle center	8/20/2019 1:55 AM
10	Lack of pedestrian safety measures by the Walmart/McDonalds area.	8/20/2019 1:46 AM
11	No good selection of resturants. Grocery store does not have anything new in it. Walmart to cramped. Poor customer service in the area.	8/20/2019 12:08 AM
12	Can’t think of anything negative about Shadie. I have shopped here for 40yrs.	8/19/2019 11:23 PM
13	Really sketchy area at night, Walmart closes early, roads are busy and signals from Wellesley onto maple/ash need fixing	8/19/2019 8:23 PM
14	Streets need redone.	8/19/2019 5:19 PM
15	Transients Crime/theft Traffic Littering Lack of healthy eating options	8/19/2019 5:06 PM
16	homeless people everywhere, lack of police response, home break ins, people in the park after 10pm, people drive too fast on wellesley,	8/19/2019 5:04 PM
17	Traffic	8/19/2019 5:01 PM
18	Homeless people living in their cars on residential streets due to a lack of Police presence	8/19/2019 4:56 PM
19	People attracted to Walmart. Feels unsafe	8/19/2019 3:58 PM
20	People drive to fast in the parking lot, getting in and out of the big parking lot is scary,	8/19/2019 3:24 PM
21	Wal-Mart. Traffic around the area is badly designed.	8/19/2019 2:30 PM
22	The shopping center does not seem as vibrant as it used to be.	8/19/2019 2:18 PM
23	Walmart	8/19/2019 2:16 PM
24	Traffic	8/19/2019 2:10 PM
25	Walmart	8/19/2019 1:04 PM
26	traffic.	8/19/2019 12:18 PM
27	Needs better lighting in the park. Library parking lot is well lit. Parking is tight by the panda restaurant, could be redone or made one way? Close calls in parking lot. Wellesley is so barren in places.	8/19/2019 12:09 PM
28	Loitering in the parking lots	8/19/2019 12:07 PM
29	Intersection at Alberta, and Driscoll	8/19/2019 12:06 PM

30	Traffic.	8/19/2019 11:51 AM
31	The smell from the plant this year. The view of the plant	8/19/2019 10:55 AM
32	The old Hastings building needs something there maybe a great restaurant.	8/19/2019 10:42 AM
33	Nothing comes to mind	8/19/2019 10:38 AM
34	Loitering	8/16/2019 1:36 AM
35	Sorry to see Hastings move out-no bookstore in the area Sorry that only an outdoor pool was put in, I would have used an indoor pool The tower structure by the high school is a waste of money Better all weather/enclosed bus shelters on Maple/Ash/Wellesley Whatever you do please don't put in traffic circles	8/14/2019 4:49 AM
36	Shadle park feels unsafe (homeless in park, loud teenagers cursing) I do not think safety is a priority for school kids getting to and from school Walmart shopping center is filled with panhandlers asking for money for gas I have young kids and do not use the library, I travel to other library for story time, I do not feel safe in the parking lot.	8/11/2019 3:24 PM
37	Safety/security	8/10/2019 2:30 PM
38	Heavy traffic, limited crosswalks along Wellesley/Belt, people camping in the park.	8/9/2019 7:33 AM
39	The shopping center; Wellesley Ave (needs butification, more trees and greenery, better crosswalks and buss stops).	8/9/2019 6:03 AM
40	No Puerto Rican restaurants	8/9/2019 5:08 AM
41	Traffic, influx of Homeless camping in the park. lots of drug use and trash	8/9/2019 3:48 AM
42	Sidewalks are small on Wellesley and close to the traffic. A bike or moped lane similar to Rowan would be nice. The stop light turning South by McDonalds is a bit congested and a cross walk near Rite Aid would be nice. The park area is a bit dated.	8/8/2019 1:07 PM
43	It’s very car centric. I wish there was better shopping I REALLY wish there were better restaurants It would be nice if there was a gym or yoga studio	8/8/2019 10:41 AM
44	Shopping center owner does not maintain parking lot well, especially during winter (potPITS through lot), while city does not maintain entrances (potholes at driveway entrances) Traffic through center is not routed well and so dangerous Shopping baskets left at bus stop Loiterers near and in library Would like greater variety of restaurants at center People park in shopping center during Shadle Park sports events, making parking for shopping very inconvenient	8/8/2019 10:23 AM
45	the increase of transients.	8/8/2019 8:40 AM
46	Crime, loitering and drug use. It does not feel safe.	8/8/2019 7:01 AM
47	Traffic congestion occasionally, loss of individual businesses e.g. Quizno's, Hastings.	8/8/2019 6:00 AM
48	potholes, pan handling	8/8/2019 1:08 AM
49	Unsafe park Increase in homeless population	8/7/2019 7:07 AM
50	Traffic and crossing Wellesley Homeless in park and shopping center Thefts increasing	8/6/2019 5:11 PM
51	Drug deals at library Shadle park needs improvement Needs local cafes	8/6/2019 2:56 PM
52	Condition of parking lot	8/4/2019 8:32 PM
53	Shadle center and surrounding area has had some crime issues. Traffic is heavy at times and it is questionable whether the roads are adequate for flow.	8/4/2019 1:48 PM
54	Property crime	8/4/2019 5:43 AM
55	Would like to see improved walkability and bikeability	8/1/2019 2:13 PM
56	I've noticed someone panhandling by the Rite Aid store.	8/1/2019 8:09 AM
57	Too many homeless people and peddlers in the Shadle Shopping and Shadle Park areas.	8/1/2019 7:55 AM
58	Walmart Congestion of traffic	8/1/2019 5:56 AM
59	Transients. Crime. Juveniles terrorizing the neighborhood.	7/30/2019 8:10 PM
60	Walmart Homeless/ vagrants in park, library and stores Don’t feel safe and able to “utilize” my neighborhood like I used to (I’ve lived in it for 53 years) this is a fairly recent realization	7/30/2019 1:44 PM

61	Traffic volume on Alberta Street is uncomfortable for walking.	7/30/2019 4:07 AM
62	pedestrian traffic going between park and driveway between Rite Aid and McDonalds No sidewalks on belt on park side parking and dangerous pedestrian crossings on belt next to park during baseball games, etc.	7/29/2019 8:47 AM
63	Can't think of anything.	7/26/2019 6:16 AM
64	Getting run down, traffic and parking are difficult	7/25/2019 12:26 PM
65	Pan handlers.	7/25/2019 6:31 AM
66	The bums asking for money. The roundabout at Wellesley and A.	7/25/2019 6:27 AM
67	Pan-handling and it seems like an area where theft is likely to occur.	7/23/2019 9:54 AM
68	condition of many of the streets	7/22/2019 2:16 PM
69	na	7/22/2019 7:54 AM
70	Increasing crime Increasing pandhandling	7/20/2019 4:02 AM
71	I have lived here for almost 10 years and garland has yet to be repaved. That is a major thoroughfare and the city doesn't take care of it. Also, just put a 20mph sign in front of Audubon park year round and stop messing around with different speeds at different times of day or year.	7/19/2019 5:40 PM
72	Could use a better restaurant / bar in the center.	7/19/2019 3:14 PM
73	People parking the wrong direction in Spokane. They should be ticketed.	7/19/2019 1:25 PM
74	crime and park keeps getting smaller	7/19/2019 9:42 AM
75	Too many rough talking acting young people in the park and pan handlers in the shopping parking lot	7/19/2019 9:18 AM
76	Increase in panhandling/homeless population, vehicle prowling	7/19/2019 3:38 AM
77	Some sketchy individuals	7/18/2019 11:59 PM
78	The entrance to McDonald’s from Wellesley. If you are parked in handicap space— traffic can come from five directions.	7/18/2019 11:54 PM
79	The homeless people that are around the water tower. The Walmart traffic. Unsavory crowds at night at Safeway	7/18/2019 3:44 PM
80	More shopping and eateries within walking distance would be nice. The homeless people that are always at Shadle park keep me from walking alone with my son.	7/18/2019 3:29 PM
81	sketchy people hanging out in the park, traffic congestion on Alberta, trying to get from one side of the shopping center parking lot to the other without getting hit by another vehicle.	7/18/2019 2:39 PM
82	It looks pretty bleak with all the acres of blacktop at the shopping center, parking at the library when the pool is open is difficult	7/18/2019 1:52 PM
83	Increased traffic congestion Increase of transients and property crime/vehicle prowling	7/18/2019 11:28 AM
84	The loitering, sleeping and panhandling of homeless. Lack of police patroling the neighborhood streets even though at times multiple patrol cars parked at Cop shop. Lack of street lights or if present untrimmed trees blocking the light.	7/18/2019 10:25 AM
85	Would like to see basketball courts available	7/18/2019 9:50 AM
86	Walmart Crime	7/18/2019 7:48 AM
87	Theft. Homeless. Fear.	7/18/2019 7:34 AM
88	Riff raff at library	7/18/2019 7:00 AM
89	Crime. I feel bad for the street kids who sleep in the park. Some of the sidewalks get overgrown with weeds. The speed trap cameras.	7/18/2019 7:00 AM
90	Property crime; transient/homeless issues; traffic	7/18/2019 5:32 AM
91	Traffic, homelessness, crime	7/18/2019 4:56 AM
92	In the past few years, property crime has increased dramatically.	7/18/2019 2:47 AM

93	Vehicle prowlings, Vehicle theft, the riff raff that has taken over the park in the evening. People sleeping in the parks.	7/18/2019 2:40 AM
94	Congested	7/18/2019 2:34 AM
95	Danger to myself and kid(s) using the park, loitering and panhandling by ones not using the services, park, or library for their intended services, vehicle vandalism and break ins, down-right dangerous at the shopping center especially after dark.	7/18/2019 2:19 AM
96	Parking lot is cramped and lots of potholes. Traffic is congested at peak times. Don't like the high school sharing the park due to drug issues and homeless issues in the park and around the library.	7/18/2019 2:11 AM
97	Too many homeless and panhandlers.	7/18/2019 1:47 AM
98	No breakfast type restaurant	7/18/2019 1:42 AM
99	I would like to see a brewery or pub with good food.	7/18/2019 1:40 AM
100	Increased homeless population	7/18/2019 1:37 AM
101	Homeless population Property crime Shadle center at night doesn't seem safe	7/18/2019 1:35 AM
102	The roads surrounding the shade shopping area.	7/18/2019 1:28 AM
103	Petty Crime- our cars have been egged three times in the past two months. We have had bikes stolen too	7/18/2019 1:26 AM
104	Homeless and drug addicts and loafers hanging around the park making it feel unsafe	7/17/2019 4:57 PM
105	Street and sidewalk improvements and maintenance Lack of improvements or maintenance of alleys	7/17/2019 12:42 PM
106	1)Play-sets at the Park area is not great....nothing for older kids and the younger kids play set is old. 2)people are always crossing from library/park side over in between rite aid and McDonald's - and crossing at the baseball field to the parking lot over by the c.o.p.s on Belt St. 3)no sidewalk on Belt on the park side between Wellsely and Longfellow 4)there is a lot of foot traffic and driving traffic up Nettleton between Longfellow and Garland. 5)increasing homeless activity in the park and panhandling by Belt entry between Rite Aid and McDonald's	7/17/2019 10:21 AM
107	Drug use/dealing is common (so much so that SPHS had to go to a closed campus for safety reasons) Homeless hanging out there all day The large play structure that was burned has never been replaced	7/17/2019 9:49 AM
108	Parking for library challenging.	7/17/2019 9:41 AM
109	Many transients roaming the neighborhoods	7/17/2019 9:39 AM
110	Panhandling	7/17/2019 7:58 AM
111	The horrible cell phone reception in the area!	7/17/2019 6:55 AM
112	The crime! The teens n young adults hanging out in the parks doing bad things!	7/17/2019 6:47 AM
113	Heavier traffic, more people panhandling on busier streets, doesnt feel as safe at night, higher property crimes	7/17/2019 6:40 AM
114	Dirty, big homeless population, being approached for money in the parking lots	7/17/2019 1:45 AM
115	C.O.P.S NW is right there	7/17/2019 1:01 AM
116	Litter and loitering at library and Walmart areas. Shoplifters and graffiti.	7/16/2019 2:18 PM
117	Peddlers in the shopping center and library.	7/16/2019 1:44 PM
118	thugs roaming and sleeping in shadle park. lack of trees and plants-too much asphalt	7/16/2019 1:04 PM
119	The Park & Library can be a bit scary at times with homeless. Panhandling in the parking lots.	7/16/2019 9:11 AM
120	lack of parking at Library during summer; would like more parking for folks going to baseball games and any activities at the park	7/16/2019 6:05 AM
121	Crime that seems to be increasing almost daily both from residences and cars while parked at businesses.	7/15/2019 11:54 AM
122	Unstable electrical power during the smallest storms.	7/15/2019 9:00 AM
123	The people camping there, and messing the area up	7/14/2019 10:02 PM

124	I don't like some of the sidewalks along Wellesley, or the lack of bus stop shelters.	7/14/2019 12:11 PM
125	Currently the homeless and transient population that is living in the park and making it unusable for most residents downtown library isn't the only one that that is seen problems from this population the Shadle library is also having problems making it as far as I'm concerned unusable for the neighborhood	7/13/2019 10:59 PM
126	nothing	7/13/2019 12:11 AM
127	too much traffic. Homeless/panhandlers in park and shopping area and on corners.	7/12/2019 7:36 AM
128	Too auto oriented No easy or attractive ways to walk around the shopping center	7/11/2019 2:40 PM
129	Traffic	7/11/2019 2:11 PM
130	No dislikes	7/11/2019 8:19 AM
131	crime, shadle center parking lot is difficult to navigate, proximity to schools, lack of housing available	7/11/2019 7:31 AM
132	?	7/11/2019 7:05 AM
133	Pan handlers,	7/11/2019 7:01 AM
134	Homeless teens hanging out at shadle park. Crime in shadle center parking lot (vehicle prowling)	7/11/2019 6:47 AM
135	Vagrants	7/11/2019 6:43 AM
136	Not enough family events	7/11/2019 6:41 AM
137	You deciding to take away green spaces and putting in structures and concrete.	7/11/2019 6:40 AM
138	Walkability Homeless in Shadle park. Panhandling	7/10/2019 11:43 PM
139	The shops are like an island that is surrounded by a highly disorganized parking lot and high speed Wellesley which makes walking from a car much less the neighborhood or from the park very dangerous for an adult let alone adults with children	7/10/2019 2:08 PM
140	Vast asphalt of Shadle Center without trees Crime Panhandling/homeless folks Wellesley needs calming	7/10/2019 5:04 AM
141	Walmart, crime, homeless people, traffic	7/9/2019 2:28 PM
142	THE AREA IS NOT FRIENDLY TO WALKABILITY OR ALTERNATIVE TRANSPORTATION. SIDEWALKS ARE POOR OR NON EXISTANCE. BUSING IS TOO FAR AWAY FROM THE MAIN SHOPPING AND PARKS.	7/3/2019 9:14 AM
143	Streets are unfriendly to pedestrian and bicycle activity (except for Garland) - it is outdated. It feels like it grew without a lot of attention to connection with the City either north or South of it.	6/28/2019 2:04 AM
144	Walkability needs to improve--crosswalks, pedestrian safety Drugs in the park--used needles and other paraphernalia	6/26/2019 11:51 AM
145	lack of diverse shopping, massive parking lots	6/26/2019 3:56 AM
146	Homeless campers,	6/24/2019 10:42 AM
147	Lack of small / family owned / independent businesses. Lack of healthier food options for dining.	6/24/2019 3:08 AM
148	It’s busy	6/23/2019 11:33 AM
149	more homeless people in the park and center , people on the streets asking for money, cars are frequently broken into, streets like Garland are in terrible shape	6/22/2019 8:26 AM
150	I do not like the rise of crimes.	6/22/2019 7:24 AM
151	The look of shadle center	6/21/2019 11:02 PM
152	SIDEWALKS!!! I walk up Nettleton to get there and there are very few sidewalks.	6/21/2019 5:39 AM
153	Huge parking lot at Shadle center	6/21/2019 3:53 AM
154	Not as pedestrian friendly as it could be	6/21/2019 2:20 AM
155	The lights at intersections need to change as it can be scary, also the amount of homeless kids that hang out in the park area has increased and you don't feel safe going there. Also the pool is nice but terribly crowded. Crime is better but still needs some improvement.	6/20/2019 1:16 AM

156	1. The lack of designated crosswalks crossing Cochran, 2. The speed of vehicles on Cochran and Alberta, 3. The lack of old-growth/mature trees in neighborhoods, 4. The way NW Blvd dissects neighborhoods without easy crossing or access for bikes or pedestrians, 5. Wish we had a sidewalk that runs up Cochran to connect to sidewalk on Alberta.	6/19/2019 12:53 PM
157	Hard to go walking because people drive too fast and some sidewalks are missing. Traffic gets backed up. Hard to get out of the Safeway parking lot. Lots of homeless people in the Shadle district with no services nearby. Drivers on Alberta go to fast and the intersection is hard to cross.	6/19/2019 8:22 AM
158	Vandalism in park/destruction of park equipment, teenagers hanging out in packs and smoking in the park, homeless people sleeping in the park, people begging for handouts around Shadle Center	6/19/2019 8:17 AM
159	No entertainment, nothing about my neighborhood improvements on Driscoll	6/18/2019 2:42 PM
160	Problems in park, theft,	6/18/2019 12:31 AM
161	Surrounding area is not maintained well by homeowners. Parking is limited for park events forcing street parking.	6/18/2019 12:16 AM
162	Increased transient population	6/17/2019 3:10 PM
163	Panhandling, loitering	6/16/2019 9:17 AM
164	homelessness crime in Shadle park	6/15/2019 3:26 PM
165	The crime and unsafe areas, many of the schools, the litter	6/15/2019 9:47 AM
166	crime, no shopping options, no senior or kids resources aka things to do, health foods & supplements, adult pool	6/14/2019 8:15 AM
167	It is attracting homeless people which is dragging down the entire area and depreciating our properties. It is just an average shopping district, but is very convenient.	6/14/2019 8:05 AM
168	Crime, (tweaker ran thru alleys this week causing 6 cop cars to race down elm)(I avoid shadle Walmart because it does not seem safe for kiddos)	6/14/2019 2:39 AM
169	Traffic, drivers speeding through residential areas due to straight street grid, lack of sidewalks in some areas	6/14/2019 2:06 AM
170	neighborhoods are starting to be trashed, people not taking care of there homes and yards, parking cars on the lawns area slowing turning into a place you do not want your kids, family to live.	6/14/2019 1:12 AM
171	traffic backs up on Alberta and makes it hard to access the shopping and the shopping is so spread out with no good way to walk from one end to the other - it is not friendly to pedestrians at all.	6/13/2019 5:13 AM
172	Speeding traffic Homeless groups hanging around library and park Panhandling Drug use in the park area	6/13/2019 2:31 AM
173	Traffic at belt and Wellesley and Alberta and Wellesley . Lights need to be updated.	6/12/2019 4:54 PM
174	I don’t have any dislikes	6/12/2019 4:29 PM
175	Empty buildings	6/12/2019 3:53 PM
176	Homeless, crime	6/12/2019 2:53 PM
177	Crime, unkept	6/12/2019 1:51 PM
178	not my favorite stores or restaurants	6/12/2019 1:33 PM
179	Crossing Wellesley Avenue and traffic circulation from the shopping center.	6/12/2019 9:25 AM
180	car/pedestrian traffic can be confusing	6/12/2019 8:40 AM
181	exclusively single family zoning, bad bus stops on Wellsley, lack of sidewalks within shopping center, no cross walk from the park to the shopping center, lack of seating in the park	6/12/2019 8:01 AM
182	Increased Crime / Break In's .	6/12/2019 3:58 AM
183	It is not inviting, there is a lack of trees	6/12/2019 3:50 AM
184	Panhandlers-bums Increase in crime WalMart Chain stores	6/12/2019 2:39 AM

185	Sometimes I hear about crime happening in the Shadle Shopping Center parking lot. I wish we had a few better restaurants. I'd go to the WalMart more if it was a Superstore and had more grocery items.	6/12/2019 2:35 AM
186	Bums--panhandlers WalMart Traffic Lack of walking paths, small shops(used to have, but WalMart kicked them out)Used to be more of a Perry St. Feel...	6/12/2019 12:45 AM
187	lack of code enforcement (example:noise ordinance/panhandling/illegal camping), unsafe conditions at library/parking lots at Shadle center(loitering/garbage/drug use), high/fast traffic levels (Alberta) and property crime/lack of police presence	6/11/2019 1:30 PM
188	Loitering outside the business or in the parking lots I get approached asking for money or don't fee l comfortable if someone just hanging out in the parking lots.	6/11/2019 7:18 AM
189	The parking being taken up by viewers of baseball games when trying to do my shopping. The vagrants hanging out at the water tower risking the safety of our kids.	6/11/2019 7:10 AM
190	needs more/improved sidewalks. needs more designated bike lanes. bike lanes need to be kept cleaner/free of rocks and debris. could use a sidewalk on the edge of shadle park near the library at the edge of the park by the water tower and baseball field. better marked pedestrian crosswalks	6/11/2019 7:06 AM
191	Walmart Difficult to get out of the Safeway parking lot to head South on Alberta	6/11/2019 6:32 AM
192	The recent major increase of criminal elements, transients, and panhandlers.	6/11/2019 3:20 AM
193	Potholes in the roads. It can be difficult to get around on foot in the snow because sidewalks become less accessible.	6/11/2019 2:27 AM
194	Round about, seems like more crime making it less walkable	6/11/2019 2:08 AM
195	Traffic can sometimes be a pain.	6/11/2019 1:48 AM
196	None like the current setup, park is a great place for sports, great place for children, truly a community place	6/10/2019 11:57 PM
197	Vagrants/Panhandlers Crime in Shadle Park by library Homeless camping in park so that I can't let my kids play in the park	6/10/2019 1:05 PM
198	It seems to be getting busier (traffic) and more congested. The same problems affecting the rest of the city are present here (homelessness, poverty, addiction, crime) and this stresses the ability of the stores, library, etc., to fulfill their intended functions.	6/10/2019 1:05 PM
199	Police response to theft, car prowling, and property damage is null. Car theft is also an issue. I think we need to figure out a way to increase police presents and shorten response time to crimes in this neighborhood. There use to be a day that police would show up quickly in any crime. Since when is not making an appearance by police ok for a crime? We are just letting the thieves know it is ok to steal from the residents in this area and this is uncalled for.	6/10/2019 12:08 PM
200	Panhandlers, increased traffic, lack of handicapped accessability, abandon cars and yards in need of clean up, too many loose cats and dogs	6/10/2019 12:04 PM
201	There is no sports bar or place to hang out and meet the neighbors. (Like the Garland area has.)	6/10/2019 11:58 AM
202	Potholes. The homeless & young people constantly gagging out around the library & shopping center. The panhandlers. The loud announcer at belt & Wellesley (it goes even when there are no pedestrians.	6/10/2019 11:42 AM
203	traffic congestion; speeding vehicles on the arterials	6/10/2019 9:45 AM
204	Shadle Park has deteriorated, transients, drug use, not clean Sidewalks in the Shadle area are in terrible shape and are dangerous to use, have to walk in the street.	6/10/2019 9:30 AM
205	Taggers Campers in our parks or public areas Unclean bathrooms	6/10/2019 8:51 AM
206	Congestion, on Alberta in particular Unseemly people who hang out by the library & in the park - feels unsafe	6/10/2019 8:02 AM
207	Transients, people speeding through residential areas.	6/10/2019 7:55 AM
208	Traffic on Wellesley moves too fast, making it unpleasant to walk there.	6/10/2019 7:32 AM
209	Shopping center lighting is bad.	6/10/2019 7:16 AM
210	The people holding signs, homeless that need housing, the stealing and breaking into.	6/10/2019 7:10 AM

211	Homeless people in the park and crime	6/10/2019 7:09 AM
212	The timing of the traffic lights on Wellesley at Maple and Ash.	6/10/2019 5:01 AM
213	Increase in panhandling and homelessness in the park, areas are run down, unused space in the old hastings	6/10/2019 4:27 AM
214	Traffic is very fast and heavy very little feel of a neighborhood in the Shadle Center region Feels unsafe due to presence of vagrants in Shadle Center parking lot and in the area of the Library and Aquatic Center	6/10/2019 3:41 AM
215	Homeless and drugs	6/10/2019 2:57 AM
216	It's not a nice area to walk or bike, there are drug users and criminals (most of them are the homeless), so the park and parking lots aren't safe, especially at night. The parking lot at Shadle Center can almost swallow a car in a few areas (massive potholes, mega puddles). Safeway is way too expensive and Walmart isn't allowed to carry full groceries (so I drive to the Northside Walmart, or Yokes if I'm in a bind). Not enough parking at the library/pool/park. There's enough for the library and park, but not enough for the pool.	6/9/2019 2:54 PM
217	Panhandlers. Homeless. Dollar Store. Walmart.	6/9/2019 11:18 AM
218	Walmart shoppers, random homeless, road conditions	6/9/2019 2:15 AM
219	Would like a nicer sit down family restaurant Walmart Parking lot is dangerous trying to get thru Park sometimes feels scary	6/8/2019 1:01 PM
220	Too much property crime, way too much traffic	6/8/2019 9:19 AM
221	Homeless invasion at the shopping center, homeless invasion at the library (won't enter the building)	6/8/2019 5:15 AM
222	The homeless population explosion. Panhandling. traffic congestion road conditions safety concerns - crime near Walmart.	6/8/2019 4:30 AM
223	pot holes in parking lot and driveways, need updated bus stops, with large shelter, both sides of Wellesly, as there is a large number of people using that service.	6/8/2019 1:50 AM
224	Traffic/congestion getting in and out, belt needs repacked, it would be nice if cops nw was located in a more visible spot of the center because of crime that occurs in the parking lot. I have had a few occurrences in which I felt unsafe due to suspicious behavior occurring around me during visits.	6/8/2019 1:47 AM
225	Transient people commonly seen in parks and by intersections Shadle Park is in desperate need of repair Location of cross walks	6/8/2019 1:25 AM
226	Transients at Shadle park, overnight camping in park and parking lot at Shadle and library, cops Nw doing nothing about this, crime, pan handlers at Shadle center	6/7/2019 11:38 PM
227	The roads arent maintained, too many homeless people hanging around	6/7/2019 6:09 PM
228	Traffic	6/7/2019 6:02 PM
229	Bad light timing	6/7/2019 5:56 PM
230	Trouble with gangs. No hardware store any more. Wal mart doesn't have much. Have to go to RRidge or Ace which are farther away but still close. Also wish the wine/liquor store were still there.	6/7/2019 2:09 PM
231	Lack of maintained sidewalks, bike paths (in area and connecting downtown) and crime around Walmart.	6/7/2019 1:33 PM
232	Speeding cars, failure to stop at stop signs, lack of sidewalks in places and it’s not bike friendly	6/7/2019 11:21 AM
233	I'm not fond of Safeway. It's expensive and has very poor service. I will not patronize Walmart. They are not an ethical company. Parking at the library is not adequate when the pool is open. I miss Hastings.	6/7/2019 11:03 AM
234	Poor common area maintenance of Shadle Shopping Center (parking lot, landscaping) Shopping carts all over and away from designated areas. People not local to area and riding public transportation/driving into the area for shopping that make it seem less safe (main reason for not going to the businesses more often)	6/7/2019 9:28 AM

235	Crime is terrible Parking at pool/library difficult (too small of a lot) Crime. Worth saying twice. Sidewalks non existent on some blocks in my area. Princeton, just east of Hawthorne) for instance.	6/7/2019 8:56 AM
236	Library sharing parking with the pool. In the summer it is near impossible to park within a reasonable distance of the library!	6/7/2019 8:50 AM
237	Homeless hanging out at shadle park shadle center panhandling	6/7/2019 8:40 AM
238	Making a left turn onto Alberta from the Safeway parking lot can be challenging depending on the time of day. Increased presence of vandalism at the Library.	6/7/2019 8:18 AM
239	Homeless foljs panhandling, people in the parking got like to dent my car with theirs. The parking g lit is disorganized and difficult to maneuver	6/7/2019 8:07 AM
240	Homeless. They sleep in and mess up the restrooms. They also are sleeping in other areas. I walk early am and the library parking lot has strange people Parked/living g in their cars.	6/7/2019 7:50 AM
241	Homeless people all over the place. Don't feel safe going to stores at Shadle Center or the park. People live in their car next to my house and it takes 2 weeks of calling Crime check to come check it out. Finally did and they had warrents and they were arrested. Things stolen around my neighborhood all the time. IN BROAD DAYLIGHT! It's terrible and sad.	6/7/2019 7:14 AM
242	Lack of bike lanes	6/7/2019 7:10 AM
243	Increased crime	6/7/2019 7:02 AM
244	Park is overrun with homeless and drug activity, I'm always approached by beggars in the Walmart parking lot, not enough variety of restaurants	6/7/2019 6:43 AM
245	Congested, traffic	6/7/2019 6:39 AM
246	not enough variety, isn't particularly attractive, would love to see tennis courts covered for sun/rain protection (for players, of course, but to protect courts as well)	6/7/2019 4:37 AM
247	Turning left out of Shadle Center heading west on Wellesley is difficult. Also, turning left from Safeway to go south on Alberta is impossible during rush hours. This is a first-world problem, I realize. More importantly, the neighborhood feels significantly less safe than when I was growing up and visiting my grandpa on Cannon Street. I bought a house in Shadle three years ago, on A and Lacrosse. I've had packages stolen, people have entered my back yard, and there seems to be a lot of small-time theft from what I see on Nextdoor.	6/7/2019 4:25 AM
248	The area is run down, lots of homeless and crime.	6/7/2019 4:22 AM
249	Bad traffic system.	6/7/2019 12:40 AM
250	Wal Mart Traffic Reckless drivers Shopping center	6/6/2019 11:33 PM
251	Criminal activity - it is becomming unsafe	6/6/2019 11:12 PM
252	Need more areas that promote walking.	6/6/2019 11:03 PM
253	crime has risen and LOTS of transients living in the park. The cop shop is across the street and nuisances aren't being addressed!	6/6/2019 3:11 PM
254	I don't always enjoy the transient community that hangs out around the park and shopping area. The busyness of traffic around Wellesley. Or neighbors that have annoying dogs that bark continuously.	6/6/2019 3:07 PM
255	Due to traffic and shrubs, it is hard to see clearly to get out of the library parking lot. due to narrow roads, it is hard to drive around the high school when buses are there.	6/6/2019 12:10 PM
256	It has a very strip mall feel and less of a neighborhood/community feel. It lacks nice community commercial areas that south hill, garland, hillyard, etc. have.	6/6/2019 11:01 AM
257	I live across from shadle park high school and the hustle and bustle of the school kids is distracting	6/6/2019 10:53 AM
258	Safety Living in cars	6/6/2019 10:29 AM
259	Traffic congestion getting out of shadle shopping center into Belt street. Seems to be crime associated with certain clientele of Walmart. Really bad ruts exiting/entering shadle center at the driveway by the cop shop at Belt. Pedestrians crossing belt near the water tower with no crosswalk.	6/6/2019 10:13 AM
260	Traffic flow, not pedestrian friendly, not good evening lighting	6/6/2019 10:07 AM

261	Many homeless people Walmart	6/6/2019 9:40 AM
262	Homeless people panhandling on the corners	6/6/2019 9:36 AM
263	Kind of ugly, lots of homeless or strange people around making you not want to visit there	6/6/2019 9:16 AM
264	The homeless people, panhandlers	6/6/2019 8:28 AM
265	Walmart and the people hanging in the parking lot, lack of much police presence.	6/6/2019 8:15 AM
266	Homes and yards starting to look run down.	6/6/2019 8:03 AM
267	I cannot take the bus there from E Street. I wish there were more "artsy" shops like a privately owned fabric store, high class restaurant, knit shop, privately owned book store, etc.	6/6/2019 7:45 AM
268	don't go to Safeway after dark, have been approached by strangers at night multiple times	6/6/2019 7:39 AM
269	Fences	6/6/2019 7:16 AM
270	Homeless people, traffic	6/6/2019 7:07 AM
271	Traffic. Lack of crossings for pedestrians on maple and ash. No bike amenities. Bad sidewalks	6/6/2019 7:05 AM
272	Poor access	6/6/2019 5:52 AM
273	Overlap of kids at play and other people hanging out at park	6/6/2019 5:51 AM
274	Crime seems to be increasing in the area.	6/6/2019 5:45 AM
275	N/A	6/6/2019 5:39 AM
276	Alberta by the shopping center becomes very bumper to bumper in the afternoons. Could be picking up kids from all the schools around	6/6/2019 5:22 AM
277	Criminal activity, frequent presence of homeless/street people, many homes that are rentals without owners living in them	6/6/2019 5:08 AM
278	Rush hour traffic	6/6/2019 5:07 AM
279	Access to parking lot of shopping center when traveling east (Safeway and Walmart) Speeding traffic	6/6/2019 5:04 AM
280	I don't feel safe. I used to walk my dog in the park years ago, but stopped because of the trash and the crime. The trash kept us only on the paved path, which only goes to the play area. It is short and makes it not just boring to loop more than twice, but makes an adult rather creepy hanging around the children's play area with no children. I can't use the Rite Aid drive through since the panhandlers can hear my personal information that I have to give when picking up my prescription.	6/6/2019 4:34 AM
281	Walmart Shootings at Walmart Traffic Speeds on Wellesley Sparse Bike infrastructure	6/6/2019 4:34 AM
282	Walmart	6/6/2019 4:30 AM
283	The amount of drug deals openly taking place in the Shadle Shopping center parking lots and the Shadle Pool and Library parking lot.	6/6/2019 4:24 AM
284	The four lanes of traffic. I would rather see a wider sidewalk and bike path. Getting in and out of the library is a nightmare.	6/6/2019 4:20 AM
285	The main arterial for accessing Shadle is Maple/Ash which is an eyesore	6/6/2019 4:06 AM
286	the group of homeless people, specifically them being disrespectful of properties/businesses in the area. i.e. peeing on the building	6/6/2019 3:46 AM
287	traffic around Shadle Center	6/6/2019 3:41 AM
288	Homelessness in park and library, drug activity in the park and parking lots of the businesses	6/6/2019 3:13 AM
289	Crowded Walmart parking Poor Wellesley crossing Needs better restaurants	6/6/2019 3:02 AM
290	Not pedestrian friendly, no obvious local restaurants/small businesses	6/6/2019 2:26 AM
291	too many druggies and homeless just hanging around. Lack of sufficient sidewalks for residents and school children	6/6/2019 12:17 AM

292	The center itself isn't much to look at - needs a facelift. Not very pedestrian/bike friendly - drivers aren't yielding to foot/bike traffic. No shelters while waiting for the bus - especially from the sun and rain. It's very VERY car centric - doesn't seem inviting and make me want to spend more time there. No easy access between different amenities - park and library not easy to reach from Walmart - even St.Charles isn't easy to get to from the shopping center. Also, after dark it get's weird and sometimes feels very unsafe. The violent and pushy homeless people need to be dealt with. The one or two homeless that aren't causing problems are no big deal but the meth addicts and dealers need to GTFO.	6/5/2019 11:29 AM
293	Crime. Lack of police response (due to under staffing). Lack of outreach for problem issues such as homeless population. Drugs and overall safety. Lack of lighting in the park (Water Tower not having lights on).	6/5/2019 11:13 AM
294	Drug use and security around Shadle Park, homeless issues and homeless youth.	6/5/2019 7:15 AM
295	Lack of restaurants	6/5/2019 6:36 AM
296	Lack of safe walkways in and around the area. The shopping center could be so much safer and more inviting to walkers if it had safe walk ways. Challenging access -- only by arterials.	6/5/2019 6:35 AM
297	Traffic gets congested when trying to get out of the Shadle shopping center.	6/5/2019 6:31 AM
298	Need more and better restaurants; need safer exits across busy streets; need more and safer pedestrian crosswalks;	6/5/2019 6:03 AM
299	Walmart parking lot has too many sketchy people. It almost makes me nervous going there. Shadle Park can be pretty sketchy at time too and inside Walmart, Methlehem.	6/5/2019 1:32 AM
300	Bad traffic light timing Little enforcement of speed & traffic controls Poorly maintained areas in winter	6/4/2019 12:46 PM
301	People driving down Cleveland and a few other high traffic residential streets too fast especially during hours that kids are out playing. Also they’re not slowing down for the uncontrolled intersections it’s a big problem here I’m just praying that when two of the cars/trucks collide my children are not hurt while playing. It is only a matter of time till an accident happens...	6/4/2019 12:23 PM
302	Being approached for money as soon as I get out of my car	6/4/2019 12:13 PM
303	Shadle park is very dirt. The homeless population in the park and around the area does not make me feel safe to go there with my children. I also do not feel safe shopping at the shadle stores. They seemed to have a lot of crime, etc...	6/4/2019 12:06 PM
304	Lots of homeless and juvenile delinquents causing trouble and leaving messes	6/4/2019 5:17 AM
305	Lack of locally owned shops, restaurants that are not fast food oriented, poor access by foot or bicycle, congestion at Alberta and Wellesley,	6/4/2019 3:31 AM
306	Walmart	6/4/2019 1:41 AM
307	Transients& meth addicts at McDonald's, and the library bathroom is always disgusting, homeless urinating outside Safeway in the early morning, the parking entrance nearest the gas station to Walmart is chaotic uncontrolled and pretty dangerous to cross into the garden center.	6/4/2019 1:24 AM
308	Shadle Park is run down and there are often questionable people hanging out there.	6/4/2019 1:10 AM
309	seems to be going downhill	6/4/2019 12:23 AM
310	Condition of neighborhood streets & shopping parking lots	6/3/2019 11:57 PM
311	traffic, begging , road conditions, no street lights and unprotected intersections	6/3/2019 11:27 PM
312	Graffiti, beggars, traffic.	6/3/2019 8:53 PM
313	High crime, homeless people, panhandlers	6/3/2019 8:00 PM
314	Library parking lot with homeless and drug sellers, turnover of shops, fast food.	6/3/2019 3:21 PM
315	The GIGANTIC parking lot with lots of traffic and little traffic control. (McDonalds, Rite Aid, Walmart, Safeway, Chevron and everything in between) It’s dangerous.	6/3/2019 3:21 PM
316	Walmart, lack of small local business, public safety in the park, traffic	6/3/2019 3:08 PM
317	The parking lot kinda sucks. In order to not Drive literally in the parking area it’s a lot of turning and awkward “intersections” - Hard to distinguish which direction people are going	6/3/2019 2:27 PM

318	The actual park is too dark at night (it needs more lighting to deter unsavory characters); driving around the park on Belt is terrible, for drivers and pedestrians alike	6/3/2019 2:06 PM
319	Homeless camps at shadle park Drug users in the Walmart parking lot	6/3/2019 1:39 PM
320	??	6/3/2019 1:38 PM
321	Lack of sidewalk on east side of belt between Longfellow and Wellesley. Lack of flashing crossing light on belt. The garbage in the park.	6/3/2019 1:36 PM
322	Crime, panhandlers	6/3/2019 1:32 PM
323	Congregation of panhandlers and drug users at shadle center/sometimes shadle park. Area/park could be updated.	6/3/2019 1:26 PM
324	Walmart, crime, homeless, streets need repair, different retail option I understand Walmart has to approve any business going in Shadle	6/3/2019 1:26 PM
325	property crime, vehicle theft, renters don't take care of their property...	6/3/2019 1:20 PM
326	Crime levels	6/3/2019 1:10 PM
327	Homelessness in the shopping area and at the library	6/3/2019 1:00 PM
328	1) Turning left from Shadle Center parking lot onto Alberta to go home. Sometimes I take a longer route because it is too difficult to turn left. 2) Lack of good restaurants to entertain guests or friends. Too focused on fast food chains. I always go outside the neighborhood for socializing. 3) increase in homeless people camping outside in the park or alleys 4) no retail alternatives to Walmart. Would prefer TJ maxx, Homegoods, Ace Hardware, etc. I drive outside the neighborhood for shopping. 5) Too much concrete. Needs more trees and landscaping	6/3/2019 12:59 PM
329	Too many thieves.	6/3/2019 12:52 PM
330	N/A	6/3/2019 12:48 PM
331	Crime	6/3/2019 12:48 PM
332	The crowds Walmart brought, the increased crime, the excelsior kids who hang out at the park, constant panhandling at the corner where rite aid and McDonald’s are, the loss of the old Shadle Center.	6/3/2019 12:48 PM
333	Drug problem	6/3/2019 12:47 PM
334	- High crime rate in the area - Property crime on the rise in the area - Walmart - People camping out in their cars in the parking lot of the Shadle library - Lots of vagrants in the area - Teenagers always causing trouble	6/3/2019 10:42 AM
335	Traffic during school times.	6/3/2019 9:48 AM
336	traffic congestion, finding a place to park at the library during the pool season	6/3/2019 6:28 AM
337	I really don't like how unwalkable the neighborhood is- there are hardly any safe sidewalks and the bus stops on busy streets are pretty dangerous. It makes me feel like the area was not designed for my use, but rather for speedy travel through by cars, which is quite a shame.	6/3/2019 3:43 AM
338	- Traffic along Wellesley: sidewalks are too narrow and exposed to high-speed traffic - Intersection at Belt & Wellesley is not friendly to walkers or public transit users (too narrow; pedestrian light is very fast) - Shadle Center is too oriented towards vehicle use... it really is a terrible layout for invigorating any sort of community feel. Try walking around that parking lot and see if you want to hang out for a while.	6/3/2019 2:38 AM
339	I don't like the car-focus of the area, and the "big box" stores.	5/30/2019 9:16 AM
340	No marmot lane, Clarice has to share with bipeds and bikes	5/30/2019 7:37 AM

Q9 What opportunities do you see for improvement of the overall character of the area?

Answered: 305 Skipped: 68

#	RESPONSES	DATE
1	Art. Include some more art - maybe interactive ... the park is certainly old. There's room to really make it something special. A destination. It's CALLED Shadle PARK ... but the park leaves a lot for the imagination.	8/20/2019 12:03 PM
2	Crack down on crime Promote family friendly activities in the park	8/20/2019 11:11 AM
3	Closing Walmart	8/20/2019 9:14 AM
4	More local businesses! Sit down restaurants.	8/20/2019 6:13 AM
5	More opportunities for neighborhood events.	8/20/2019 4:34 AM
6	Walkability and biking infrastructure.	8/20/2019 4:20 AM
7	Cleaner streets and stop signs	8/20/2019 4:06 AM
8	Creating/shaping a neighborhood identity is really important. Putting in the infrastructure to attract other modes of transit, accessibility of the neighborhood, etc., are integral in improving the character of Shadle	8/20/2019 3:32 AM
9	I like what they did with monroe st. Adding adorable street lights and side walk out crops to slow people down.	8/20/2019 2:34 AM
10	I would love to see more small businesses instead of big corps like wal mart	8/20/2019 1:55 AM
11	Aesthetic overhaul (like has been done with Perry.) Opportunity for more small shops .	8/20/2019 1:46 AM
12	Local restaurants, farmers market, beer and win bar	8/20/2019 12:08 AM
13	Definitely redesign the streets for more pedestrian friendly areas, also find a way to make it less sketchy in general, maybe better lighting? More walkways through the shopping center too.	8/19/2019 8:23 PM
14	It would be amazing to do something like discovery park in the valley. Or community events where locals showcase their talents. Sidewalks need help lots of areas with broken or non existent sidewalks	8/19/2019 5:06 PM
15	Saftey at the park,more park patrols, enforcement of no loitering and panhandling	8/19/2019 5:04 PM
16	Bring in nicer stores and restaurants,	8/19/2019 3:58 PM
17	Bigger side walks, bus landings so people can be safely out of traffic, traffic mitigation and slowing. Easier to understand how to navigate the area. Bike paths	8/19/2019 3:24 PM
18	Get rid of Wal-Mart, crime went up when it came in.	8/19/2019 2:30 PM
19	More park activities	8/19/2019 2:18 PM
20	Street	8/19/2019 2:16 PM
21	North/south freeway to alleviate traffic in arterials	8/19/2019 2:10 PM
22	Less traffic to walmart	8/19/2019 1:04 PM
23	The pubic can learn the history of the neighborhood.	8/19/2019 12:18 PM
24	It would be a nicer place to spend more time. Right now I go there with a specific task in mind and head elsewhere for someplace pretty to linger.	8/19/2019 12:09 PM
25	More business	8/19/2019 12:06 PM
26	I like the library expansion. The current one is too small.	8/19/2019 11:51 AM
27	Safety and security. Wastewater plant management.	8/19/2019 10:55 AM

28	Adding shopping and restaurants	8/19/2019 10:42 AM
29	Pedestrian access, landscaping and a community identity. It’s really just a highs school and a strip mall.	8/19/2019 10:38 AM
30	I want to feel safe and secure when walking from store to store	8/16/2019 1:36 AM
31	Get a tenant for the place Hastings used to occupy and possibly add second story to building All weather/covered/enclosed/ maybe even attractive bus shelters on Wellesley, Maple, Ash Monitor use of park activities to see what areas are under utilized and add paved walking paths, horsehoe, covered picnic, etc,more like Franklin park on Division Add smaller, specialized or local art/craft/food/used items stores in empty spaces at Shadle Center Please don't put in traffic circles	8/14/2019 4:49 AM
32	I feel like most areas are well cared for, however more and more you see shopping carts left on the roads from Safeway/ Walmart. I also feel like safety for kids at Glover middle school is over looked. There is not a speed limit reduction on Alberta, and many times the kids are not given right of way when. Trying to cross Alberta on Longfellow. A crossing light would be extremely beneficial for the safety of the kids and also a speed limit reduction. More security in the Walmart/ rite aid and Safeway parking lots.	8/11/2019 3:24 PM
33	Better eyes on the park to keep it safe, help to cut down on drug activity and camping occurring.	8/9/2019 7:33 AM
34	Creating a more inviting place to be; nicer environmental design; easier access from the neighborhood.	8/9/2019 6:03 AM
35	Puerto Rican restaurants	8/9/2019 5:08 AM
36	i like the ideas about calming the traffic.	8/9/2019 3:48 AM
37	Traffic safety is important. I don’t think we should reduce the lanes but add another pedestrian friendly crosswalk or two.	8/8/2019 1:07 PM
38	There doesn’t seem to be a distinct character so anything helps.	8/8/2019 10:41 AM
39	Center needs clearer traffic lanes, with clearer right of way priorities; also needs safer walk-through zones Center has no distinctive character, except blase' strip mall Would like to see services provided that help homeless people so they're not just hanging out in the library and panhandling at the shopping center Parking at library is difficult during pool season; pool attendees do not respect designated library spaces	8/8/2019 10:23 AM
40	Housing appearance, code enforcement, parking lot paving	8/8/2019 7:01 AM
41	Increased green spaces, planting shade trees and/or community gardens in any underused sites (e.g. sites which currently house vacant buildings.)	8/8/2019 6:00 AM
42	more park events	8/8/2019 1:08 AM
43	Make the park a safe place that families who live close would actually like to use.	8/7/2019 7:07 AM
44	Improving security in the park and area	8/6/2019 5:11 PM
45	More families to get involved. Neighborhood feel	8/6/2019 2:56 PM
46	Maintenance of parking lot	8/4/2019 8:32 PM
47	Increased safety for all.	8/4/2019 1:48 PM
48	Seems fairly built out to me already	8/4/2019 5:43 AM
49	Not really sure	8/1/2019 11:19 AM
50	A space to hold small dog shows.	8/1/2019 8:09 AM
51	Need more pedestrian and bike friendly routes/roads/sidewalks to encourage more people to use these as alternative means of transportation rather than driving cars.	8/1/2019 7:55 AM
52	Update park equipment and city buildings Cleanliness Better lighting Better traffic flow Safety	8/1/2019 5:56 AM

53	It’s imperative to the future of our neighborhood that action be taken to clean up Shadle Center. It has become a dirty, scrongy eye sore to the area. It was once home to such a nice variety of shops and restaurants. The beggars need to be removed and the laws against vagrancy enforced. The park and library are facing the same situation. 90% of the Shadle’s character are those specific spots. We can put more crosswalks, plant more flowers, put in bike paths, etc, but these things don’t change the big issue of safety and security we have with the homeless/beggar/druggies. No neighborhood plan will be successful if this isn’t addressed first. Imperative, absolutely imperative.	7/30/2019 1:44 PM
54	Street repair and maintenance	7/25/2019 12:26 PM
55	Remove the bums. Actually, remove them from the entire city . Bus them to somewhere in the channeled scablands and leave them there.	7/25/2019 6:27 AM
56	Improved sidewalk landscaping and design.	7/24/2019 4:46 AM
57	I like the idea of separating the sidewalk from the very busy streets, especially with the park & schools in the area. I think a centralized parking area near the shopping area would be of use and build out more businesses toward the streets.	7/23/2019 9:54 AM
58	na	7/22/2019 7:54 AM
59	Safety Crime	7/20/2019 4:02 AM
60	Creating more sidewalks in neighborhoods so people don't have to walk in the street. Also, easier neighborhood access to trails behind Joe Albi and Riverside State Park.	7/19/2019 5:40 PM
61	Vacant retail / store space. Expand mixed use development.	7/19/2019 3:14 PM
62	Fix streets & sidewalks. Provide bus stop stations.	7/19/2019 1:25 PM
63	better library parking in summer Easier to cross Belt as pedestrian	7/19/2019 9:42 AM
64	More security around parking lots and in the pool and library area.	7/19/2019 9:18 AM
65	Our neighborhood has a desperate need for more pedestrian walkways along main streets.	7/19/2019 3:38 AM
66	More community events, a farmer's market.	7/18/2019 11:59 PM
67	More trees/growth for beauty.	7/18/2019 11:54 PM
68	More community gatherings like neighborhood nights so people can meet others in the community	7/18/2019 3:44 PM
69	Better walkability, more shopping/restaurant options	7/18/2019 3:29 PM
70	Improved landscaping/weed control along streets and sidewalks. More family friendly/safe areas to take kids.	7/18/2019 2:39 PM
71	Some better landscaping. Sidewalks going up Alberta would make walking there possible.	7/18/2019 1:52 PM
72	An increase in attention paid to the traffic congestion would help	7/18/2019 11:28 AM
73	Code Enforcement.	7/18/2019 10:25 AM
74	Safety and security issues. We have fairly frequent car break in the neighborhood.	7/18/2019 9:50 AM
75	Security	7/18/2019 7:34 AM
76	Higher end restaurant	7/18/2019 7:00 AM
77	A facelift of the design may bring some pride. When I think of the Shadle area, I think of parking lots.	7/18/2019 7:00 AM
78	We are desperately in need of daily police presence to deter the out of control property crime issue in the neighborhood, for both Shadle and Downriver/Audubon	7/18/2019 5:32 AM
79	Can't think of any	7/18/2019 5:08 AM
80	We need more police presence	7/18/2019 4:56 AM
81	Fewer thrift stores Increased monitoring of property crime More desirable restaurants and businesses	7/18/2019 2:47 AM
82	Sidewalks and curbing are crumbling. City needs to seal the cracks between the curb and asphalt of every street. I am amazed that people do not care about the weeds growing at their curbside that get 3' tall.	7/18/2019 2:40 AM

83	Safety	7/18/2019 2:34 AM
84	Higher security and crime enforcement, remove the loiterers who aren't using services but just harassing citizens, general clean up and sprucing up of the businesses there.	7/18/2019 2:19 AM
85	We need higher density living such as apartments and condos to support added amenities and new businesses.	7/18/2019 2:11 AM
86	Could use a facelift.	7/18/2019 1:47 AM
87	Improved landscape	7/18/2019 1:42 AM
88	Adding a pub	7/18/2019 1:40 AM
89	Fixing the roads would be a major improvement,	7/18/2019 1:28 AM
90	The Shadle shopping center/library area seems to be over run with transients. I think safety and patrol needs to be improved a Upon as crime seems to have increased In the past year	7/18/2019 1:26 AM
91	We need more parking for the park..we need more policing do that the unsafe people are discouraged from hanging out and loitering and making families feel unwelcome	7/17/2019 4:57 PM
92	Splash pads at small neighborhood parks to attract kids without access to public pools	7/17/2019 12:42 PM
93	Farmers market	7/17/2019 11:04 AM
94	Increased security for a family friendly area and for the Playground park area to be improved	7/17/2019 10:21 AM
95	Improve the play area Crack down in illegal activity (which keeps families away)	7/17/2019 9:49 AM
96	Clean up of grounds and shopping area. Improved bus stop on corner by McDonalds.	7/17/2019 9:41 AM
97	Empty houses	7/17/2019 9:39 AM
98	No more roundabouts, please	7/17/2019 7:58 AM
99	More flowers n nice greenery in the area!	7/17/2019 6:47 AM
100	More community involvement	7/17/2019 6:40 AM
101	Clean up the area, discourage panhandling and parking lot solicitations. Have more visible security	7/17/2019 1:45 AM
102	Get the drugged out people out of the park	7/17/2019 1:01 AM
103	More defined and landscaped walking paths in Shadle park but also figure out how to decrease littering and loitering.	7/16/2019 2:18 PM
104	Get rid of the peddlers	7/16/2019 1:44 PM
105	more pedestrian and biker (Bike lanes) friendly, more roundabouts and sidewalk improvements with drought tolerant plants and lamp posts	7/16/2019 1:04 PM
106	Less panhandling and car prowling in the business parking lots would be nice.	7/16/2019 9:11 AM
107	parking would be number one	7/16/2019 6:05 AM
108	Cash money.	7/15/2019 9:00 AM
109	Maybe having more police or security patrols to keep the illegal activities to a minimum	7/14/2019 10:02 PM
110	connecting to other areas	7/13/2019 12:11 AM
111	More inviting, human-oriented streetscape along Wellesley. Introduce true mixed-use development or redevelopment.	7/11/2019 2:40 PM
112	Safer	7/11/2019 2:11 PM
113	Better parking, it is becoming congested.	7/11/2019 8:19 AM
114	Activities that bring neighbors together. Areas available for those activities. More visible police presence. Keep addicts out of the area by providing rehab centers. No, we do not have enough.	7/11/2019 7:31 AM
115	Doing something with the “Hastings” building.	7/11/2019 7:05 AM
116	Cosmetic, clean it up, add greenery, address security and panhandling,	7/11/2019 7:01 AM

117	Increased visibility of police. The cop shop being where it is hides them from prowlers in the parking lots	7/11/2019 6:47 AM
118	More family events. Maybe a volley ball net and something to be able to do in the winter time for the kids.	7/11/2019 6:41 AM
119	Just fix the damn potholes without changing things. That's all anyone wants.	7/11/2019 6:40 AM
120	Overall improvement in the neighborhoods	7/10/2019 11:43 PM
121	The old shade shopping center was walkable. garland, perry, and Kendall yards are walkable and all of those areas are highly desirable areas of town. walkable = bikeable, family friendly, human scaled and welcoming, I.e. overall enjoyable and desirable and this will attract more diverse stores and up the positive energy of the area	7/10/2019 2:08 PM
122	Maybe small green spaces in Shadle Center Enlarged library will allow for more activities and programs for the community to include a vast variety of experiences, ie. job skills, homemaking skills, entertainment, etc.	7/10/2019 5:04 AM
123	Get rid of Walmart and bring in businesses that attract higher income customers	7/9/2019 2:28 PM
124	LOVE TO SEE IT AS A SAFE PLACE FOR FAMILIES TO MEET, EAT AND PLAY	7/3/2019 9:14 AM
125	Encouraging a better mix of neighborhood serving businesses, including restaurant, retail, independents as opposed to big box or chain types. Right sizing streets and recapturing safe and attractive active transportation infrastructure. A community center in addition to the Library and church options.	6/28/2019 2:04 AM
126	The park could be a great asset but often seems dangerous and poorly policed. The public library also has become a homeless shelter-they are understaffed and under-resourced for this role.	6/26/2019 11:51 AM
127	Hopefully More Community activities in the future.	6/24/2019 10:42 AM
128	Creating a more charming atmosphere through independent businesses and design/planning. Increasing pedestrian access.	6/24/2019 3:08 AM
129	More local businesses	6/23/2019 11:33 AM
130	Encourage a business to go into the old Hastings	6/22/2019 8:26 AM
131	Better security both day and night, and a good clean-up of garbage, graffiti, and dilapidation, would greatly improve the area.	6/22/2019 7:24 AM
132	Frisbee golf Redesign around shopping center	6/21/2019 11:02 PM
133	Community garden would be great.	6/21/2019 5:39 AM
134	Improving multi modal access	6/21/2019 3:53 AM
135	Traffic calming	6/21/2019 2:20 AM
136	I see more lighting in the park, better lights at the intersections for pedestrian safety and more things for people to do around the shadle area. More access to bigger parks, walking paths and more business opportunities in the area.	6/20/2019 1:16 AM
137	1. More sidewalks, 2. More trees, 3. Bike lanes, 4. More locally owned businesses instead of chain/franchise businesses, 5. More community events at Audubon or Shadle Parks (Farmer Markets, festivals, symphony concert, pow wows, etc)	6/19/2019 12:53 PM
138	Traffic calming in the area would be fantastic. I hate that I cant walk to the grocery store without feeling like I am going to get hit by a car. Would be so mice if I could go for a run or walk without having to drive to the centennial trail. Bike lanes would be helpful.	6/19/2019 8:22 AM
139	Update/improve play equipment for kids at Shadle Park, make it more welcoming for families, plant more trees there to provide Shadle, which would make attending concerts there more enjoyable	6/19/2019 8:17 AM
140	making more livable, cleaning it up, connecting different neighborhoods	6/18/2019 2:42 PM
141	encourage businesses and homeowners to maintain area. Bring in additional small businesses for niche markets.	6/18/2019 12:16 AM
142	The sidewalks in many of the neighbourhoods are in dire need of repair, and homeowners often cannot afford the costs of replacement.	6/17/2019 3:10 PM

143	Repaving of the Shadle shopping center. Not patch work that needs redone every year. Better lighting , esthetics.	6/16/2019 9:17 AM
144	Improve sidewalks, landscape (drought tolerant-native), less pavement more plants trees-irrigation	6/15/2019 3:26 PM
145	With the empty Hastings building we could put something in that is similar to the south hills Rocket Bakery or The Elk in Browne's Addition. It should be somewhere where families can go to hear free live music and support a local business.	6/15/2019 9:47 AM
146	Just needs a face lift in general. But the most important thing is to get a handle on the homeless situation. I do not appreciate being approached when I'm parking or inside the stores (I've been approached both in Safeway and Walmart).	6/14/2019 8:05 AM
147	Needs a neighborhood center where people buy in and are proud	6/14/2019 2:39 AM
148	Rethink Shadle Park, particularly the playground. Could we create something like Discovery Park in the valley?	6/14/2019 2:06 AM
149	If the neighborhood go'es crime increases and the enjoyment of living there is destroyed.	6/14/2019 1:12 AM
150	a better mix of shopping would be nice. also, improved walking and biking opportunities	6/13/2019 5:13 AM
151	Improve landscape on Wellesley between ash and Alberta. Area currently has industrial feel. There is a high volume of transit use in both directions on the corner of Wellesley and Belt. There is no bench’s and garbage cans so people sit on sidewalks and curbs and litter the area. Shopping carts sometimes end up in the street. Ryder’s sometimes run across traffic to catch their bus causing safety issues. If there was a small transit area on the north end of the shopping center for these riders to sit, park there carts and garbage cans. It would be a convenience for the riders, and improve pedestrian safety and improve the flow of traffic. Remove the homeless and panhandles from the area.	6/13/2019 2:31 AM
152	Do NOT do a Monroe st project. This is not ok, and will hurt our city more. I can just see where this is going.....	6/12/2019 4:54 PM
153	Refresh the neighborhood overall; review safety	6/12/2019 4:29 PM
154	Could be more mixed use spaces and small shops	6/12/2019 3:53 PM
155	Safety/security	6/12/2019 2:53 PM
156	Water park	6/12/2019 1:51 PM
157	a business moving into the old Hastings building. traffic calming in the parking lot. Better pedestrian access to the library.	6/12/2019 1:33 PM
158	Improving bikeablity and walkability of the area and a wider mix of uses in Shadle Center	6/12/2019 9:25 AM
159	I see opportunities for traffic calming improvements -more sidewalks to enter area - bike lanes -	6/12/2019 8:40 AM
160	Increasing housing and pedestrian access will lead to improved perceptions of safety!	6/12/2019 8:01 AM
161	not sure	6/12/2019 3:58 AM
162	Add more of a mix of upscale shops Keep the parklike feel and do not add tall apartments More family friendly feel Safer for students to hang out after school. City needs to redirect more of.the traffic out of neighborhoods. Don't dump low income apartment buildings into neighborhood. Use empty buildings and unused lots on N. Division for that. Plenty of space for that on N. Division. Keep family feel and low profile housing to keep landscape.view more pleasing. Picture on website shows view of pool with park in background. Let's not add a row of apartment buildings as a new backdrop to that picture.	6/12/2019 2:39 AM
163	More restaurants with outdoor seating.	6/12/2019 2:35 AM

164	Besides getting rid of the panhandlers... We need to go back to a more family friendly feel where we had more mom and pop shops, small retailers, and we do not want an ultra urban field with large apartment buildings with parking lots with cars which will add to traffic and detract from the beauty of the park. No one want to look at a nice park and see large structures there... Encourage more families to live there and fix up the small affordable 1940's-1960's homes there... Similar to what happened to the Perry District which used to be an eyesore... Shadle is only about 10 minutes or less from downtown and close to schools, etc... This would be a plus to up and coming families... If apartments are needed they need to be placed along Division where there are numerous empty retail stores with no tenants. Not plunking an apartment building next to a park. Let alone a low income housing one. Seniors in apartment buildings become more isolated and separated from neighborhoods and with no rent control would be priced out in time. Staying in their homes is the most affordable option with some modifications to their homes to make it handicap friendly. Fixing the traffic infistructure and adding couplets to divert traffic to freeways and help commuters get to their work destinations instead of navigating through neighborhoods which ruins the neighborhood safety an inhibits access...	6/12/2019 12:45 AM
165	Quicker police response and enforcement of ordinances for the overall safety and enjoyment of the homeowners in the area. Safety--removing loitering and illegal camping/panhandling/drug use in the area. Preserve parks/trees-avoiding abnoxious lighting/signage to improve the quietness and charming character of the tree lined/natural area.	6/11/2019 1:30 PM
166	Just to make it look cleaner and more inviting in some areas. Walmart security in parking was a good step.	6/11/2019 7:18 AM
167	I like the area, don't screw it up by adding a bunch of bike lanes, pedestrian bridges, or other money-wasting shenanigans. Two things that could be better: (1) When going to the park by the water tower the parking is quite a walk from the playground, making it inconvenient for a single parent to take three young children to the park alone. For example, when one child leaves their cup in the car it requires considerable effort to gather all three to trek back to the car. Leaving the them alone is not an option as it is a long distance and line of sight is not great because of the pool. Second, the bathrooms at that park do not feel safe as there are sometimes middle-aged gentlemen sleeping by them.	6/11/2019 7:12 AM
168	think the parking lot needs major improvements by McDonalds. There has been a huge hole for a few years now that gets covered with plastic. People drive through fast and cut around with the part of the driveway by the gas station and don't watch for those that have the right away.	6/11/2019 7:10 AM
169	excited about the library remodel. the area could use more places for small children to play and explore indoors during the winter. maybe an opportunity for a community center to have hours in a gym available to families for indoor play purposes in the winter, like other cities have at their community centers.	6/11/2019 7:06 AM
170	Farmers market Non fast food restaurants	6/11/2019 6:32 AM
171	An increased police presence near the Shadle library.	6/11/2019 3:20 AM
172	Improved road design. Improved accessibility for those using various modes of transportation.	6/11/2019 2:27 AM
173	Love the area and don’t really want to see a bunch of changes. We need to keep our streets in good repair and keep it safe.	6/11/2019 2:08 AM
174	A good sit down restaurant would be nice. Improvements on ingress and egress from the shopping center.	6/11/2019 1:48 AM
175	None, it is great the way it is. Spokane continues to waste money on a area that does not need it. Definitely a political move, sure that someone has a personal gain.	6/10/2019 11:57 PM
176	Police continue to patrol the area and enforce laws so people aren’t living in the park & committing crimes. The neighbors should feel safe, kids should be able to play safely on the playgrounds & fields without drug addicts lurking. The playground has gotten run-down.	6/10/2019 1:05 PM
177	Green infrastructure: trees for shade and storm water interception, storm gardens for runoff from the enormous parking areas	6/10/2019 1:05 PM
178	Police presents, reduction in crime, theft, prowlers. Notification to residents that don't take care of their property area. Calm traffic on Wellesley in the area and especially during commute times when vehicles are know to take short cuts down residential streets at high rates of speed. Very dangerous on our street.	6/10/2019 12:08 PM
179	Local art walls and sculptures, handicapped park for special needs,	6/10/2019 12:04 PM

180	Get rid of loitering & litter.	6/10/2019 11:42 AM
181	The area could be much more pedestrian friendly and the arterials could be calmed and converted to tree-lined boulevards with wide sidewalks and bike lanes.	6/10/2019 9:45 AM
182	Repair/replace the sidewalks. Traffic light at "A" and Francis to relieve northbound traffic on Alberta Street. Clean up the alleys, enforce existing codes on weeds & trash.	6/10/2019 9:30 AM
183	?	6/10/2019 8:51 AM
184	Updating the looks	6/10/2019 8:02 AM
185	Increasing walk-ability, adding bike lanes, encouraging new businesses to open in the area.	6/10/2019 7:55 AM
186	Traffic calming, more restaurants would be nice.	6/10/2019 7:32 AM
187	More covered picnic areas at the park would be nice.	6/10/2019 7:16 AM
188	Opportunity for growth, different park plagroud equipment would be nice, a safer environment, a community where families can come together and youth have the opportunity to learn.	6/10/2019 7:10 AM
189	We need a greater police presence	6/10/2019 7:09 AM
190	Beautify the main areas, increase safety and security, increase community events / outreach	6/10/2019 4:27 AM
191	Turn Belt into a pedestrian zone with restricted traffic	6/10/2019 3:41 AM
192	Safety!	6/10/2019 2:57 AM
193	Do something about the homeless drug addicts that make the area unsafe for families. Maintain the Shadle Center parking lot. Allow Walmart to carry groceries (you have starter level houses in the neighborhood, but THE most expensive grocery chain in town: Safeway). Improve Shadle High, because it has the worst reputation in town now (I don't want my kids going there when they're older). Listening to parents, sounds like the administration isn't so great.	6/9/2019 2:54 PM
194	Not sure	6/9/2019 11:18 AM
195	Beautification, e.g. landscaping, keeping it clean, hide Walmart, homeless removal	6/9/2019 2:15 AM
196	Police need to respond in an effective manner to property crime. In other words DO THE JOB THEYRE PAID TO DO. Dont just drive around	6/8/2019 9:19 AM
197	Put the mentally ill homeless in a safe facility. Put the criminal/drug user homeless in jail to face all consequences. Do not make homeowners and business owners 2nd class citizens...we pay house payments, hire people for our businesses, and pay significant taxes to live well in a clearly socialist state. Blinking light crosswalks would be great in the area.	6/8/2019 5:15 AM
198	Get the transients out of the park and library. Enforce panhandling laws, security/policy patrolling Shadle Park.	6/8/2019 4:30 AM
199	Sidewalks by Shadle shopping, Glover and Shadle Park on Belt, many walkers. Improved bus facilities, maintenance of sidewalks during snow times, better driveway from Shadle to street on Belt. More and better designated parking for library when pool is open. Continue to add plants and trees where possible. Paint cement barriers in street, stripped yellow, orange for easier visibility, especially during rain and snow.	6/8/2019 1:50 AM
200	Many people catch the bus on the corner of belt and Wellesley who always look uncomfortable and there could be more benches installed or even a little shelter that we see at other bus stop locations to protect them from winter weather while waiting. Planting more trees around the shopping area would be nice.	6/8/2019 1:47 AM
201	Shadle Park cleanup Additional cross walk on belt connecting the park and the Shadle center	6/8/2019 1:25 AM
202	More security and patrol to help rid transients in the area	6/7/2019 11:38 PM
203	More welcoming	6/7/2019 6:09 PM
204	Better police protection	6/7/2019 6:02 PM
205	Wider roads	6/7/2019 5:56 PM

206	Don't think the space allows anymore large stores. Lack of a department store is bad. We liked Penny's but realize that Wal mart has a lot of clothes. Not high quality though. The traffic congestion coming into Wal mart can be awful. Don't know how to improve that. Also cars coming by the front of Safeway sometimes don't stop for people walking into the store. And, the traffic jam to get onto Alberta from the Safeway side parking lot is horrible at rush hour and when St. Charles is getting out. We don't think a round-about would solve any problems and we, personally, don't like them.	6/7/2019 2:09 PM
207	Walkable neighborhood meeting spaces (eateries, bars, services), sidwalks, and road repairs	6/7/2019 1:33 PM
208	Sidewalks	6/7/2019 11:21 AM
209	Increase parking for the library visitors. Add public bathrooms in the park. Bike racks!	6/7/2019 11:03 AM
210	Better paved streets and no "traffic calming" projects that make it harder to get around like Monroe, because that's a great way to make me avoid the area. Focus on the basics and not trendy public works projects.	6/7/2019 9:28 AM
211	Emphasis on crime and transients ‘Soften’ some of the Main Street with the eco friendly road boarders like on Monroe.	6/7/2019 8:56 AM
212	Separating library parking from the pool parking and enforcing it!	6/7/2019 8:50 AM
213	Everything needs revamped	6/7/2019 8:40 AM
214	Increasing library (already happening). Could turn the shopping area into more of a neighborhood, center feel rather than a collection of stores (see Shadle Center c. 1965).	6/7/2019 8:18 AM
215	Unsure	6/7/2019 8:07 AM
216	Better lighting and removing the panhandlets/ homeless.	6/7/2019 7:50 AM
217	Kick all the homeless drugged up people out.	6/7/2019 7:14 AM
218	Better playground area at the park, more eateries, business options.	6/7/2019 6:43 AM
219	It's an area that is still missing sidewalks in many places, but is walked by pedestrians often. More green spaces, parks, mini parks would be nice.	6/7/2019 6:39 AM
220	more trees around tennis courts & in parking lot @ mall, more decorative/functional seating, yard/garden art-type features (maybe made by local schools?)	6/7/2019 4:37 AM
221	Adding more variety of businesses to Shadle Center would be cool. I would love to participate in a Shadle summer festival. Farmers market at Shadle Center instead of A Park.	6/7/2019 4:25 AM
222	The physical appearance of the neighborhood is run down and invites crime, graffiti and homelessness. We need to update the Shadle Shopping center so that they people who live in the area are proud to be there.	6/7/2019 4:22 AM
223	It does need to be updated and better landscaping. Definitely a better road system	6/7/2019 12:40 AM
224	Traffic calming Walkability Bikeability	6/6/2019 11:33 PM
225	Safety and crime prevention	6/6/2019 11:12 PM
226	Provide more public spaces and other attractions.	6/6/2019 11:03 PM
227	clean up the park, develope a unique feel to the area. like Garland district, perry district	6/6/2019 3:11 PM
228	a completed side walk around the Shadle baseball field would be nice.	6/6/2019 3:07 PM
229	It could look nicer.	6/6/2019 12:55 PM
230	The Wal-Mart parking lot near Wellesley could host a nicer restaurant or two (other than fast food).	6/6/2019 12:10 PM
231	The area feels like a place to go complete a task and leave rather than a place to gather.	6/6/2019 11:01 AM
232	Better road design	6/6/2019 10:53 AM
233	Walkabilty and safety	6/6/2019 10:07 AM
234	I am not concerned about character. I want a safe neighborhood.	6/6/2019 9:40 AM
235	It’s fine the way it is. This is a waste of money that could be better used in another way.	6/6/2019 9:36 AM
236	The shadle shopping center could look nicer. There are weird creepy people roaming around	6/6/2019 9:16 AM

237	Public safety	6/6/2019 8:28 AM
238	The Walmart Parking lot simply does not seem safe. Increased police presence there are even just patrolling the neighborhood would promote safety.	6/6/2019 8:15 AM
239	More street fairs. Better biking access.	6/6/2019 8:03 AM
240	I'd like to see it become more community owned shopping than big business (Walmart, Safeway). There are so many of those stores in Spokane. We could be a place people want to go to instead of must go to.	6/6/2019 7:45 AM
241	Any changes respectful of those of us who live here	6/6/2019 7:16 AM
242	Dog park	6/6/2019 7:07 AM
243	Reduce auto dependency by improving walkbility	6/6/2019 7:05 AM
244	Improve streets	6/6/2019 5:52 AM
245	I'd like to see more "middle class" retail. Walmart as the main retail tenant just doesn't cut it. I remember Penney's, Lamont's and Pay n Pak from the past.	6/6/2019 5:45 AM
246	N/A	6/6/2019 5:39 AM
247	There are alot of homeless people by the water tower and the parking lot. Begging for money. Some are a bit frightening	6/6/2019 5:22 AM
248	Encouraging people to buy homes and live in them (less rentals), changes in laws/enforcement to reduce frequent presence of homeless/street activity	6/6/2019 5:08 AM
249	Pedestrian lights at Ash and Maple for Shadle students. Squeeze landlords to repair their rental properties.	6/6/2019 5:07 AM
250	Police patrols first, or there is no reason to do anything more to the area.	6/6/2019 4:34 AM
251	Traffic calming on Wellesley and the Maple/Ash couplet. More bike infrastructure to allow access to Shadle Park/Library/Pool, shopping center, etc.	6/6/2019 4:34 AM
252	Better traffic--like the improved section of Monroe. A nice "sit-down" restaurant or natural food coop in the Hastings building would be nice.	6/6/2019 4:20 AM
253	I think it would be nice to beautify the piece of land you pass along after the Maple bridge, and continue up through West Central along Maple street to create a welcoming corridor to the North side of town, similar to whats been done with many main arterials on the South Hill.	6/6/2019 4:06 AM
254	Clean up the homeless problem. Slow up traffic in the Walmart area, maybe with something like they did on Monroe. Safety, safety, safety.	6/6/2019 3:46 AM
255	Address the homeless activity (offer services to them to get out of the situation if possible-mental health etc). Crack down on drug activity by police presence	6/6/2019 3:13 AM
256	I like my community the way it is	6/6/2019 2:58 AM
257	Small businesses and local restaurants, Farmers Market, public space for young adults, community events like concerts--if these already exist, more marketing	6/6/2019 2:26 AM
258	run the damn homeless out of the city.	6/6/2019 12:17 AM
259	Would like to see more trees and midblock crossings. Maybe some benches or gather places would be great too. Also maybe slow down traffic on Wellesley to 20 like they do on Garland - perhaps from Cannon all the way down to Alberta?	6/5/2019 11:29 AM
260	More lighting in the park will drive out many of the problems with drugs and vagrant issues. It will also help provide safety for pedestrians going to and from the shopping center to their homes or schools. We need more community involvement and better police response. The lack of police officers available and their limited ability to react to calls for service due to that staffing and red tape, makes working and living in the Shadle area unsafe. The COPS shop is currently the best deterrence we have and it is located out of sight. More community activities at the park would also help unite the community.	6/5/2019 11:13 AM
261	Shadle Library expansion, Shadle Park use, more recreation opportunities.	6/5/2019 7:15 AM
262	More entertainment and restaurants	6/5/2019 6:36 AM

263	Tree-lined walkways. the presence of a community feel that connects the library, parks, schools, churches, residential areas and shopping services, etc..	6/5/2019 6:35 AM
264	Better traffic flow and increased pedestrian safety and walkability.	6/5/2019 6:31 AM
265	Keeping shopping carts from leaving the shopping area - there a many shopping carts lined up at the bus stops. Keeping panhandlers away from the area. Keeping people living in RVs from parking in the lot.	6/5/2019 6:03 AM
266	Mostly cleaning up the drug/sketchy people. Making it a safer family friendly environment.	6/5/2019 1:32 AM
267	Stop building roundabouts Enforce traffic laws Plow Grind & overlay	6/4/2019 12:46 PM
268	Congestion during rush hour times. Especially the Garland, N Driscoll Alberta Northwest Blvd., TJ Meenach dr area.	6/4/2019 12:23 PM
269	I would like bike lanes, traffic calming. I live near Audubon park but don't feel safe riding my bike in this area.	6/4/2019 12:13 PM
270	It is overall very dated and dirty.	6/4/2019 12:06 PM
271	Get rid of the vagrants	6/4/2019 5:17 AM
272	Improve connections between the neighborhood, library, park and Shadle Center, more lighting in Shadle Park, increased security around the park and library.	6/4/2019 3:31 AM
273	Updated feel would be nice. It's old, feels dirty in places.	6/4/2019 1:41 AM
274	Walmart parking area could use better parking structure controlling traffic (people speeding across/through parking designations). More of police presence.	6/4/2019 1:24 AM
275	It just needs a real update. Police need to enforce laws on littering and soliciting.	6/4/2019 1:10 AM
276	clean it up. add a pedestrian flashing light at the "Walmart" crosswalk from the corner of Rite Aid to the library. Add a four way stop or light at the corner of Belt and Garland.	6/4/2019 12:23 AM
277	using tax dollars to make improvements	6/3/2019 11:27 PM
278	Gentrification.	6/3/2019 8:53 PM
279	more law enforcement presence	6/3/2019 8:00 PM
280	New changes coming to library sound like emphasis is on community.	6/3/2019 3:21 PM
281	Safe parking lot design. Pedestrian and bike friendly. Traffic control in the parking area. Trees.	6/3/2019 3:21 PM
282	improve neighborhood spaces to bring people together, home and neighborhood gardening, improved bike and pedestrian access	6/3/2019 3:08 PM
283	Honestly.. probably just the parking.	6/3/2019 2:27 PM
284	Maintenance of the park itself, especially adding lighting to make it safer at night during the summer.	6/3/2019 2:06 PM
285	Walmart parking lot needs help	6/3/2019 1:38 PM
286	Cleaning up the park. The homeless are pretty harmless but the transient teens seem to run people out. Sick of broken bottles in shadle park	6/3/2019 1:36 PM
287	Sense of community, a true family park, unique , hopefully locally owned businesses that will draw business.	6/3/2019 1:32 PM
288	Make the shopping area less like a strip mall, help with the drug issues and homeless in the park, don't feel safe to walk my dog. Fix the pot holes.	6/3/2019 1:26 PM
289	Need to get a regular business into old Hastings bldg. Clean up the park....	6/3/2019 1:20 PM
290	Beautify the Shadle Shopping area	6/3/2019 1:00 PM
291	Empty buildings could be concerted to housing or community services. Everyone complains about the empty Hastings building. Better landscaping and beautification of the streets, park and shopping area. Improved traffic flow on Alberta, Belt and Wellesley.	6/3/2019 12:59 PM
292	Better management of kids, high schoolers walking to/from home down alleyways getting into too much trouble trasspassing, jumping off retaining wall, trampling flowerbeds, playing in roadways	6/3/2019 12:52 PM
293	Programming	6/3/2019 12:48 PM

294	Crime prevention	6/3/2019 12:48 PM
295	Move the thieves out of the area, bring back the little shops like Love at First Bite or Hallmark or other retail places	6/3/2019 12:48 PM
296	Safety can be improved. Drug problem/homeless people are rampant at the Shadle shopping center. It’s scary and a deterrent	6/3/2019 12:47 PM
297	Increased safety around park	6/3/2019 12:28 PM
298	Pedestrian	6/3/2019 12:03 PM
299	Safety and security is a must!	6/3/2019 10:42 AM
300	Making the area more bicycle friendly.	6/3/2019 9:48 AM
301	better/more parking for the library and better traffic management at belt and wellesley	6/3/2019 6:28 AM
302	There is so much potential for the area to feel more dynamic, and not just like a part of town to pass through. There are quite a few empty buildings that could have new businesses that would act like "third places" with the correct incentives. Arterials could be easily altered to both slow traffic and making waiting for a bus or walking around an actually enjoyable experience. Treating the area as a place where people live, rather than a place to travel through or around, would go a long way in making the Shadle area into a super desirable area. Our one big draw should really not be the walmart and safeway shopping center - the draw should be our shady streets, our lazy sunday atmosphere. This planning proccess should work to enhance the human aspect of the neighborhood, which would in turn draw more businesses and homeowners to the area.	6/3/2019 3:43 AM
303	Some traffic calming around Wellesley and Ash/Maple; better connections from neighborhoods to parks and shopping, increasing pedestrian retail; finishing the sidewalks on east/west blocks above Wellesley	6/3/2019 2:38 AM
304	Pedestrian focus, better use of the park, more diverse shopping choices, better connection to the neighborhoods.	5/30/2019 9:16 AM
305	n/a	5/30/2019 7:37 AM

Q17 Have other ideas or concerns about the future of the Shadle area? Share them here.

Answered: 144 Skipped: 229

#	RESPONSES	DATE
1	Let's get a great park for Shadle Park.	8/20/2019 12:06 PM
2	More multi-family homes would improve the nature of the area	8/20/2019 9:16 AM
3	I really like the idea of a community center at Ash and Wellesley. I would like to hear more on input on that regarding sources of money to redo the interior, and how our neighbors are going to use it.	8/20/2019 4:40 AM
4	Would love to bike safely around my home. Right now it's a bit nerve racking	8/20/2019 2:37 AM
5	See previous response	8/19/2019 5:09 PM
6	Slow traffic and expand sidewalks on Alberta. People speed down side streets to avoid alberta. Very dangerous	8/19/2019 3:28 PM
7	Traffic to Walmart causes congestion on the area roadways	8/19/2019 1:07 PM
8	For me shadow is a drive through from work and home. Fast commute time is important through the neighborhood. I also stop at a lot of businesses on the way home to pick up dinner.	8/19/2019 12:11 PM
9	Seeing the park used for events that engage and support families	8/19/2019 10:45 AM
10	I would like it to remain a "neighborhood' feel and not get too commercial	8/16/2019 1:38 AM
11	Improve the bus shelters, no traffic circles or bike lanes or other limits on traffic flow on Wellesley, Maple, Ash & Belt Improve park facilities over time as budget allows/use changes; consider indoor pool/exercise facility in conjunction with Shadle and Glover schools Allow low density multi-family housing flexibility-ADUs, tiny houses, 1-4 units/lot, review setback requirements particularly on Maple/Ash-approval of development at 5 Mile, Indian Trail, et have diminished the value of homes along Maple/Ash/Wellesley, allow those owners to get some value through higher density or commercial/residential combo use	8/14/2019 5:01 AM
12	Safety should be a priority. I do not feel the park and shopping center is safe. I actually will drive further away to go to a different grocery store, when safeway is within walking distance of my house. More security/ police community presences would be beneficial.	8/11/2019 3:28 PM
13	Main concerns are mainly with Walmart. Growing concern for safety with persons loitering, transients, homless-beggars attracted the Walmart shopping/parking lot in this area	8/9/2019 10:01 AM
14	Maybe consider a night club	8/9/2019 5:11 AM
15	Keeping it safe for residents with student safety in mind.	8/8/2019 1:11 PM
16	I'd love a community garden!!	8/8/2019 10:44 AM
17	I would support more sidewalks and crosswalks and bikeways, but pedestrians need to know their right of way does NOT mean they don't need to watch for traffic; bicyclists too often do not obey the laws and the scooters are AWFUL. I'd rather have less access than increased danger due to improper usage of improved access. It would have been helpful if you gave a comment box for each of the sliding bar questions, especially as you ask about the "district" and the "center" but they are not the same thing. For example, I think the district has a good, clear character, but the center is generic	8/8/2019 10:27 AM
18	The area around the shadle water tower has increasingly become a hub for homeless camping. I feel this is unsafe so close to a school.	8/8/2019 7:06 AM
19	The school, park, library and existing businesses are the best parts about Shadle. I would love to see more emphasis on greenery and family-friendly spaces than development for development's sake.	8/8/2019 6:03 AM
20	more bike friendly, and scooter friendly, its a better way to get around, add more events to bring in people not just baseball games	8/8/2019 1:10 AM

21	KOREAN TYPE EXERCISE EQUIPMENT IN THE PARK WITH MORE LIGHTING	8/6/2019 5:14 PM
22	The area needs to remain primarily single family dwellings without high rises or large apartment complexes.	8/4/2019 1:53 PM
23	Need to allow more small business hubs (restaurants, bakery's, winery/breweries) to form not just near Shadle Park shopping area but also near Downriver area (Northwest Blvd.)	8/1/2019 8:01 AM
24	You cannot create a "walkable" environment in an area that doesn't feel safe. Pouring money into beautifying the area will only be wasted if Shadle Center cannot be cleaned up. I have lived my entire life in the Shadle area (53years). I've watched it change, both good and bad, but never felt unsafe or uncomfortable until the last couple of years. I would absolutely love to see it transformed back to the vibrant, family filled area it was. I'm not sure that will ever be able to happen. With Walmart a fixture now and no answer to the homeless population problem in the near future and the police departments inability to keep offenders off the streets, the future of Shadle is questionable	7/30/2019 2:00 PM
25	na	7/22/2019 7:56 AM
26	It would be nice if the Wal-Mart wad slowed too be a super Wal-Mart so we could have some competitive grocery prices to Safeway.	7/19/2019 5:46 PM
27	Other retail areas such as Five Mile Plaza have detracted from what Shadle could be as a district center. Shadle needs to improve it's offerings of bars, restaurants, and multi-family housing nearby.	7/19/2019 3:18 PM
28	We're lucky... I'm lucky, or rather fortunate, that I'm so close to the VA Hospital. I'm a vet, and I appreciate how close I am.	7/19/2019 1:31 PM
29	Crossing Belt south of water tank is not adequate	7/19/2019 9:45 AM
30	I'd like to see an indoor aquatic center either here or at Dwight Merkel	7/18/2019 1:58 PM
31	Continuous sidewalks on the arterials	7/18/2019 10:28 AM
32	Multi-family dwellings should be dispersed throughout the area instead of concentrated in one area. No huge apartment complexes.	7/18/2019 7:04 AM
33	I would like there to be more of a distinction between Downriver/Audubon and Shadle neighborhoods. Also traffic improvements are needed between Wellesley, Alberta/Cochran, Northwest Blvd, TJ Meenach Bridge. There's a bottleneck between people trying to get to Spokane Falls Community College and the one ways to get to downtown (the one ways are Maple/Ash). This is a problem for both the Downriver/Audubon and Shadle Park neighborhoods.	7/18/2019 5:39 AM
34	Mone	7/18/2019 5:11 AM
35	City attorney needs to move quicker against houses that become squatter houses. SPD need to keep more pressure on the problem houses when found in the area. Code enforcement is lax with taking car of abandoned vehicles. Turn that job back over to SPD. Never should have been taken out of SPD's hands. In some places in the Shadle area, the city has started filling the crack between the curb and street. They are not doing enough however. The side streets are almost completely ignored when it comes to cracks in the roadway where vegetation has taken over. They need to cleaned out and sealed to save what roadway there is. The Shadle Water tower needs to have the lights re installed for safety and as an icon to the neighborhood. Pathways in Shadle Park need to be lighted when there are movies in the park or late night baseball games. Paths are unsafe, cracked,. There needs to be more garbage cans placed in the park for events. Two at the shelter , but none over by the amphitheater or water pad, restrooms.	7/18/2019 3:04 AM
36	Please don't make the Shadle area only accessible to pedestrians. Please keep in mind that some people enjoy the convenience of driving their cars to get groceries and other items.	7/18/2019 1:43 AM
37	High school and he high should be more distinctly separate from park and library	7/17/2019 5:01 PM
38	Possibility of seasonal access to bathroom and clean drinking water access in smaller parks.	7/17/2019 12:57 PM
39	The look hat has been incorporated on the Monroe St. between Northwest Blvd heading towards Garland project is very appealing and could maybe be incorporated in our Shadle area as well	7/17/2019 10:36 AM
40	No	7/17/2019 9:51 AM
41	No	7/17/2019 8:00 AM

42	With WalMart bringing people from all over, I don’t think the area will have a community feel. It’s a commercial hub.	7/17/2019 7:10 AM
43	A stop light at the Wellesley/Driscoll intersection would be nice. It's very dangerous and has a very high use level.	7/17/2019 6:42 AM
44	I wonder how the Wellesley area could be less of a row of parking lots. Also I wonder if thete could be some thing like a Shadle history path through the park, with info signs and photos of the original Shadle Center clusterr of stores. When Walmart came in, all that was lost. Enhancement oc the park, with benches, trees, landscaping, and focal points could make it less appealing to vagrants who go there to make drug deals.	7/16/2019 2:27 PM
45	Get rid of the peddlers	7/16/2019 1:48 PM
46	more small restaurants - fast food--coffee shops -- bakery	7/16/2019 6:07 AM
47	More security	7/14/2019 10:04 PM
48	Start cleaning up the homeless situation in the park that is bringing the whole area down	7/13/2019 11:01 PM
49	none	7/13/2019 12:13 AM
50	District Centers are supposed to be pedestrian oriented. That should be the vision and goal of any plans. Accommodate cars, but make their presence to other modes of transportation to and through the District Center.	7/11/2019 2:43 PM
51	City should incorporate plans to keep walkable paths to bus services during the winter clear of snow. Hard for folks who can drive to get to bus stops. Arterials should have snow cleared from sidewalks	7/11/2019 6:51 AM
52	Possibly create an event to assit the homeless people in the park. Also make the park with more family community events. I drove past Corbin park one day and it was packed, a volleyball game, baseball and soccer game were all going on. Maybe the neighborhood people put it on asking if anyone wanted to play.	7/11/2019 6:45 AM
53	Stop taking away lanes and adding crappy things which ruin roads. Stop taking away green spaces. Stop fundamentally changing areas.	7/11/2019 6:41 AM
54	The park needs to have a renovation. Its old and when I take my child there its basically just a home for homeless people now	7/10/2019 11:44 PM
55	Increased housing density around the shadle area along with improvements to the walkability/bike ability would be great and they be mutually beneficial to each other. Shadle, Spokane, and WA as a whole need a lot more accessible, affordable housing units to meet our current needs and since Shadle is such a desirable working and middle class neighborhood! We are well suited to add accessible, affordable housing options and the people moving into the neighborhood would frequent and work in the businesses of the area and Spokane as a whole. North side and downtown jobs are readily accessible by bus, bike, and car from our neighborhood without a long commute and walking to and from shadle Park, library, and businesses would be easy for everyone here and much more vibrant with added new housing options and people connecting outside their cars	7/10/2019 2:17 PM
56	Many of the older single-family homes in the area have become rentals in the past 20 years, which often translates into unkempt lawns and tattered exteriors. Landlords don't seem to make an effort to keep their properties maintained, and rents seem to only climb. I don't know how to instill pride in community, (well, ownership of homes would help, but that's out of reach for so many of our citizens), but if I could "wish" something, I'd wish the area was neat and cared for as it was when I was a "kid" 50 years ago. Additionally, I attend St. Charles Catholic Church across Alberta from the Center. We are constantly battling trash from folks who buy food at Safeway, come over to us, then leave the remains of their meals and trash everywhere. We've had someone defecate near a door on a doormat. Cameras have shown people bathing in our fountain right up near the church. Drug users shoot up in protected areas and then ditch their needles in bushes and around the huge garbage bin. Kids manage to get on the roof and run around at all hours of the night....dangerous to them but also destructive to the new 1/2 million dollar roof we put on a couple of years ago. We are an aged parish, money is tight, and we can't afford a private security person to keep the campus safe. We do have one blind lady who said to include talking walk/don't walk systems on all of the major intersections. Thanks for your work!	7/10/2019 5:17 AM
57	Slow traffic on Belt and Wellesley	7/9/2019 2:30 PM

58	When I was young I remember there being carnival style rides and such around the time of the lilac parade. I think we really need more family style events to encourage engagement.	6/24/2019 10:48 AM
59	BIKE LANES	6/23/2019 11:35 AM
60	No	6/21/2019 11:04 PM
61	Can we please stop planning for cars. The neighborhood is aging and I see elderly people with walkers trying to get around without sidewalks. Also, younger people aren't driving as much. Let's plan for a better cleaner future.	6/21/2019 5:43 AM
62	This is a great area, but it does feel very disconnected. It would be nice to have more things to do in the area, more walking areas and better ways to drive safely.	6/20/2019 1:19 AM
63	Please avoid large commercial development. The abandoned Hastings building and giant parking lot is so ugly and unuseful. Wish it could be renovated into a shady, enjoyable area.	6/19/2019 12:58 PM
64	Please make Alberta not be a freeway for grumpy commuters.	6/19/2019 8:24 AM
65	putting in sidewalks, fixing sidewalks, making it more green, more crosswalks at intersections, disaster plan for area, cleaning up neighborhoods, paving gravel streets, cleaner air by getting away from wood burning.	6/18/2019 2:46 PM
66	More patrols in neighborhoods	6/18/2019 12:32 AM
67	Less Concrete/pavement and more drought tolerant landscape (trees shrubs plants). More roundabouts!	6/15/2019 3:30 PM
68	Just fix the homeless camp out situation in the area parks (Shadle and Audubon), drug use, and panhandling. Also address the serious crime of break ins and car theft in the area. Is it true homeless people are being given one way tickets in Portland and Seattle to come to Spokane to lessen the populations there? If true, this must stop!	6/14/2019 8:09 AM
69	Neighborhood traffic is a big issue. I would like to see traffic circles or even cul-de-sacs created to calm traffic in neighborhoods.	6/14/2019 2:10 AM
70	All the planning in the world won' t help if the neighborhood's are allowed to turn into slums, I deal with people all over the country and a lady landscape from Boston was looking at biding a project on the west plains she wanted to know about living here. I had to tell her that the places around Spokane are great with all the lakes, recreation locations. but the city is starting to deteriorate neighborhoods are becoming trashed and i don't recommend going downtown because the tents and panhandlers.	6/14/2019 1:23 AM
71	No not limit shadle. Spokane’s population is booming. We have no place to put everyone. Stop retro’ing our city..... we need to grow with our city, not shrink our roads	6/12/2019 4:58 PM
72	How will the Walmart be in the center? What is the plan for the Walmart after it moves out. If big box become on-line dominate, should the property become multi-use? There needs to be more recreation opportunities. bowling, skating rink, etc.	6/12/2019 1:40 PM
73	Adding signage and landscaping that creates a neighborhood identity.	6/12/2019 9:29 AM
74	No apartment building should ever be built around park. If that was a good idea then where are the big apartment buildings in Downriver district? Of course. You don't want them. We have limited greenspace and we need to preserve it. Period!	6/12/2019 2:42 AM
75	I like the idea of making Shadle more walkable and connected but it is not a priority for me because I do not live within walking/biking distance. It would, however, make it more unique nd give it some character.	6/12/2019 2:38 AM
76	No apartment buildings near the park! No way! Give the area an identity instead of it being where WalMart is. Similar to the Perry District and Down River District. More upscale little shops, less chain retailers, more diversity... Not turn it into a low income WalMart destination. Breeds safety issues. Remember only a small handful of repeat criminals commit the majority of crimes. Having low income cheap rentals means you are inviting the criminals(a place to live and survey the nearby neighborhood for items to steal)no pawn shops, no cheap retail stores. No more dollar stores, etc... Family friendly venues only. Get rid of the RV's in the WalMart Parking Lot. More independent business are needed(like the Wall St. Diner, etc. Ephata Cafe', mix of ethnic shops, Bistros, etc.)	6/12/2019 12:54 AM

77	The need for protection of the home owners safety/property protection in this area is paramount. It is one of the most unsafe areas I have lived in the state of Washington. We need to support and place police in this area so they can enforce the ordinances already put in place for this to be a safe, enjoyable environment. It does not need more development or traffic to be forced since this has exploded over the years for this area causing homeless camps, noise pollution and the deterioration of our library and parks right out in the open for our youth to see. This area really needs the attention it deserves.	6/11/2019 1:39 PM
78	Would love seating at the pools and more tables some people set all their stuff at a table and never sit at it all day. Where I like to bring my work and let me son swim while able to still “work from home” remotely.	6/11/2019 7:21 AM
79	I love the Shadle area the way it is. We need to put our money toward fixing roads and decreasing crime.	6/11/2019 2:19 AM
80	Some kinds of family entertainment.	6/11/2019 1:58 AM
81	I wish I did. I feel Shadle is a very special area of the city and want to preserve the neighborhood feel as the city continues to grow	6/10/2019 1:08 PM
82	I think the local tavern/bars is becoming excessive in garland area. I also feel that the presence of police needs to be increased 10 fold. Residence with garbage stung in their yards need to be advised to clean up for safety reason. Speed limits need to be posted on residential streets as well as extra lighting in residential areas. 2 light post for an entire block is ridiculous.	6/10/2019 12:15 PM
83	Aging residents	6/10/2019 12:12 PM
84	I like the area very well except for the loitering. It is easy to drive, park and walk around the area. It is also nice that maple & ash keep the traffic flow going through on the east side of the neighbor hood.	6/10/2019 11:48 AM
85	I feel like the Shadle area is a pass-through area for people heading to more northern neighborhoods. I would like to see an effort to channel non-residents to major north-south routes and make the Shadle area a focal point for the northwest part of the city with an emphasis on the needs of its residents.	6/10/2019 9:49 AM
86	Fix the sidewalks before someone is injured. The sidewalks are broken down to loose rocks and dirt.	6/10/2019 9:37 AM
87	Clean up the parks and bathrooms	6/10/2019 8:53 AM
88	I'd like to see Wellesley narrowed to 3 lanes, including a center turning lane and a bike path added	6/10/2019 7:36 AM
89	Create more affordable housing options. Better variety of staffing in schools. Mental health, behavioral, social work	6/10/2019 7:16 AM
90	Car break-ins are rampant. A plan to reduce petty crime would be great	6/9/2019 2:18 AM
91	Get the homeless to work, to mental healthcare facilities, or to jail. The citizens of this area, this state, and this country deserve better than this.	6/8/2019 5:17 AM
92	Resolve the transient issue and many other problems will self-resolve.	6/8/2019 4:32 AM
93	I hope the planners really listen to comments and it's not just another "make the people feel they had input, but we're going to do what we want regardless."	6/8/2019 1:54 AM
94	I’d love to see some character added to the area.	6/8/2019 1:27 AM
95	None	6/7/2019 6:10 PM
96	Please do not take away two lanes.	6/7/2019 5:58 PM
97	Already on previous questions.	6/7/2019 2:12 PM
98	Areas along Driscol, Belt, A, and Assembly should be re-zoned to allow more multi-family and commercial use. Creating areas like Flying Goat / DR Grill except with townhomes in the mix. Sidewalks and bike paths are needed to get from NW Shadle neigboehooda to NW Blvd and downtown.	6/7/2019 1:40 PM
99	Tough to turn left from the library parking lot. Electronic speed warnings in the high school area.	6/7/2019 11:06 AM
100	This survey is clearly biased and selections in integrations for instance are saying the same thing different ways to get someone's idea through.	6/7/2019 9:30 AM

101	Decrease crime and increase level of actual neighborhood feel.	6/7/2019 8:59 AM
102	With the exception of summer parking at the library I like that area the way it is!	6/7/2019 8:54 AM
103	No	6/7/2019 8:41 AM
104	None	6/7/2019 8:10 AM
105	the mall area is not very attractive, generally, & could be much improved	6/7/2019 4:40 AM
106	Again, the area does not feel safe and is very run down. The neighborhood is old and invites crime and homelessness. It would be nice to update the area with bike paths, street lights and parks.	6/7/2019 4:25 AM
107	Safety and inappropriate use of the park	6/6/2019 11:13 PM
108	I've lived in the neighborhood for 25 years and I have an overall sense the neighborhood is declining.	6/6/2019 3:14 PM
109	A crosswalk could be set up to cross Wellesley at the center of the Wal-Mart parking lot to make it safer to cross.	6/6/2019 12:14 PM
110	This is a waste of our community money that could be better used elsewhere.	6/6/2019 9:40 AM
111	Not really	6/6/2019 9:17 AM
112	None	6/6/2019 8:30 AM
113	More youth activity in the parks	6/6/2019 8:07 AM
114	I feel a strong sense of community here, but the average neighborhood is not high income. Low income entertainment and educational opportunities for all ages would be great.	6/6/2019 7:50 AM
115	Widen the sidewalks and plant street trees	6/6/2019 7:06 AM
116	While Garland isn't directlyin the Shadle District, I think first, it desperately needs repaving, possibly minor reconfiguration. Then it could be a great northside crosstown bike route connecting to the Shadle District and other bike routes and trails.	6/6/2019 6:15 AM
117	Improve the streets	6/6/2019 5:55 AM
118	I love the "feel" of the Garland District, the Perry District, Kendall Yards... I feel none of that in Shadle. It's a place to go to, get business done and leave, not a destination to enjoy and spend time there.	6/6/2019 5:51 AM
119	N/A	6/6/2019 5:40 AM
120	I feel the presence of homeless/street activity needs to be addressed and minimized	6/6/2019 5:10 AM
121	Keep it safe, or no one will want to come here.	6/6/2019 4:41 AM
122	Need more trees along the Wellesley/Shadle Shopping center. Would make it more pedestrian friendly and less industrial feeling.	6/6/2019 4:11 AM
123	I love Shadle the way it is	6/6/2019 3:03 AM
124	Neighborhood Council is predominately white, older, and middle class. There should be more diversity and inclusion of leadership and topics in the Neighborhood Council.	6/6/2019 2:29 AM
125	time for Spokane to address the homeless and constant druggie issues and giving them handouts is not the answer. Run them out or jail them.	6/6/2019 12:20 AM
126	I would love to see if feel like a 'community' where all the parts have connections that are safe regardless of how you get there. It would be great to have the diversity of housing make this area more diverse with access to all the services and features that are there now. ANd build what else is needed to make this area a complete hub. Right how each part seems independent from the others.	6/5/2019 6:41 AM
127	I just really don’t want it to loose it’s feel of safeness, peacefulness, it’s for the most part not to absurdly busy. Well other than that one general area specifically in the morning time when I get off work And driving home.	6/4/2019 12:30 PM

128	I would love to feel safe in the area. A few years ago it felt safer then now. I would like to not feel like I am going to get robbed or attacked going to the store. I would love to take my kids to a clean park. One with plenty of places to picnic and play. Where we dont have to watch out for homeless people doing drugs or young teens harassing people going in and out if the library. The overall feel is not very neighborly	6/4/2019 12:10 PM
129	I hope they do not screw up the traffic flow like they have all over the city. THe city traffic planners are not very smart.	6/4/2019 5:28 AM
130	Neighborhood retail centers are on the decline. While Shadle Center appears to be doing well now, it needs to adapt to a changing marketplace. Encouraging multi-family housing for millennials and seniors will attract new types of businesses to the shopping center.	6/4/2019 3:35 AM
131	It has become a place for people to hang out but it's just hanging out and that creates boredom and then disruption and crime. If it became more of a neighborhood area there would be more close knit visibility and accountability. I also think the cop shop could have a bigger presence than they do. Many people ask 'what's the point'?	6/4/2019 12:32 AM
132	there is a need for sidewalks especially arterials and high traffic streets (garland)	6/3/2019 11:31 PM
133	Please hire enough cops to serve the area	6/3/2019 8:01 PM
134	A street traffic is too fast; people still don’t understand roundabouts	6/3/2019 3:25 PM
135	While access to the area as a destination is good, it should remain a neighborhood foremost and we should take care of resident needs first	6/3/2019 3:11 PM
136	Parking	6/3/2019 2:30 PM
137	Wider walkways on the east side of Belt. Have more traffic and parking enforcement on Longfellow during the school year. Put light up throughout the park, it gets fairly sketch at night.	6/3/2019 1:41 PM
138	The Shadle area should have such a strong sense of community that thy fully support neighborhood events such as the Shadle Craft Show.	6/3/2019 1:38 PM
139	Just that it seems like it is declining, I like the locally owned business and hope to see more places dine like flying goat, downriver, but I also like Mod pizza which is a economic way of taking a family out to eat.	6/3/2019 1:30 PM
140	I have helped my elderly neighbors stuggle to function and provided gardening, grocery shopping, other help when I could and they helped me. Most of them have passed on now and the face of the neighborhood is changing. I've met a few of my new neighbors and enjoy them, but I'm active in my own church and another church as well as my immediate neighborhood. I also help my own family members. I don't care to have my nice , quiet neighborhood become inundated with apartment complexes, etc. That brings even more crime just by bringing in a larger population. Don't have any kids in schools and truethfully, most kids are just troublemakers in anything more than one on one. Don't care about the local parks. Don't use or attend activities there much- too noisey and too many bugs and trash. I already work with Manito and Finch. I don't need any more park projects to work on. So just want to be left in peace to live a quiet life in my own garden!	6/3/2019 1:07 PM
141	Our neighborhood does not have a hospital, urgent care or community hub (farmer’s market, art walk, local coffee house, etc.). I love how Bellingham designs neighboorhood centers and community events. I want to live in a place like that.	6/3/2019 1:03 PM
142	There has been an increased number of vagrants in the park, kids getting assaulted and thefts in the area particularly when Walmart came but even worse in the last 5-10 years. Shadle park used to be safe at night, now I want to be out of there before the sunset.	6/3/2019 12:51 PM
143	N/a	6/3/2019 12:49 PM
144	n/a	5/30/2019 7:39 AM

Appendix B

Shadle Area Demographics

Buxton Demographic Reports for the following geographic areas:

- 0.5 mile radius ring around Shadle Center
- Audubon/Downriver Neighborhood, Spokane
- Northwest Neighborhood, Spokane
- City of Spokane

Complete Demographic Summary Report

[redacted]

[redacted]

[redacted]

Population Demographics

	2000 Census	2010 Census	2015A Estimates	2020 Projections	Percent Change 2000 to 2010	Percent Change 2015 to 2020
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Population by Gender:										
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Population by Race/Ethnicity

	2000 Census	%	2010 Census	%	2015A Estimates	%	2020 Projections	%	Percent Change 2000 to 2010	Percent Change 2015 to 2020
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Population by Age

	2000 Census	%	2010 Census	%	2015A Estimates	%	2020 Projections	%	Percent Change 2000 to 2010	Percent Change 2015 to 2020
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Median Age:										
[illegible]	[illegible]		[illegible]		[illegible]		[illegible]			

Households by Income

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]		[illegible]		[illegible]		[illegible]		[illegible]	[illegible]

Employment

	2000 Census	%	2010 Census	%	2015A Estimates	%	2020 Projections	%	Percent Change 2000 to 2010	Percent Change 2015 to 2020
[illegible]	[illegible]		[illegible]		[illegible]		[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Housing Units

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
[illegible]	[illegible]		[illegible]		[illegible]		[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Vehicles Available

	2000		2010		2015		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020

Marital Status

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020

Educational Attainment

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020

Seasonal Population by Quarter

	2015 Estimates

	2015 Estimates
Q1 2013	13
Q2 2013	13
Q3 2013	13
Q4 2013	13
Q1 2014	13
Q2 2014	13
Q3 2014	14
Q4 2014	14

□

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Complete Demographic Summary Report

Geography: Audubon/Downriver Neighborhood

Date: August 31, 2017

Audubon/Downriver Neighborhood

Population Demographics

	2000 Census		2010 Census		2015A Estimates		2020 Projections		Percent Change 2000 to 2010	Percent Change 2015 to 2020
Total Population	8,863		8,801		8,679		8,621		0.6%	0.6%
Population Density (Pop/Sq Mi)	3,383.76		3,713.01		3,313.51		3,291.36		9.7%	0.6%
Total Households	3,781		3,719		3,664		3,652		-1.6%	0.3%
Population by Gender:										
Male	4,111	46.3%	4,242	48.2%	4,206	48.4%	4,188	48.5%	3.1%	0.4%
Female	4,751	53.6%	4,558	51.7%	4,472	51.5%	4,432	51.4%	-4.0%	0.8%

Population by Race/Ethnicity

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
White	8,198	92.5%	8,029	91.2%	7,873	90.7%	7,717	89.5%	-2.0%	-1.9%
Black	51	0.5%	94	1.0%	98	1.1%	99	1.1%	84.3%	1.0%
American Indian or Alaska Native	69	0.7%	110	1.2%	114	1.3%	118	1.3%	59.4%	3.5%
Asian/Native Hawaiian/Other Pacific Islander	133	1.5%	126	1.4%	128	1.4%	143	1.6%	-5.2%	11.7%
Some Other Race	196	2.2%	95	1.0%	110	1.2%	125	1.4%	-51.5%	13.6%
Two or More Races	216	2.4%	347	3.9%	356	4.0%	419	4.8%	60.6%	17.6%
Hispanic Ethnicity	331	3.7%	371	4.2%	421	4.8%	482	5.5%	12.0%	14.4%
Not Hispanic or Latino	8,532	96.2%	8,430	95.7%	8,258	95.1%	8,139	94.4%	-1.1%	-1.4%

Population by Age

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
0 to 4	634	7.1%	627	7.1%	660	7.6%	639	7.4%	-1.1%	-3.1%
5 to 14	1,145	12.9%	1,039	11.8%	1,041	11.9%	1,096	12.7%	-9.2%	5.2%
15 to 19	421	4.7%	505	5.7%	454	5.2%	434	5.0%	19.9%	-4.4%
20 to 24	519	5.8%	484	5.5%	493	5.6%	457	5.3%	-6.7%	-7.3%
25 to 34	1,321	14.9%	1,370	15.5%	1,351	15.5%	1,305	15.1%	3.7%	-3.4%
35 to 44	1,354	15.2%	1,140	12.9%	1,135	13.0%	1,145	13.2%	-15.8%	0.8%
45 to 54	1,224	13.8%	1,211	13.7%	1,087	12.5%	975	11.3%	-1.0%	-10.3%
55 to 64	582	6.5%	1,149	13.0%	1,128	12.9%	1,134	13.1%	97.4%	0.5%
65 to 74	780	8.8%	610	6.9%	665	7.6%	769	8.9%	-21.7%	15.6%
75 to 84	707	7.9%	452	5.1%	454	5.2%	452	5.2%	-36.0%	0.4%
85+	175	1.9%	213	2.4%	210	2.4%	214	2.4%	21.7%	1.9%

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Median Age:										
Total Population	38.2		38.0		37.8		37.9			

Households by Income

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
$0 - $15,000	575	15.2%	291	7.8%	284	7.7%	229	6.2%	-49.3%	-19.3%
$15,000 - $24,999	540	14.2%	395	10.6%	374	10.2%	323	8.8%	-26.8%	-13.6%
$25,000 - $34,999	662	17.5%	488	13.1%	459	12.5%	387	10.6%	-26.2%	-15.6%
$35,000 - $49,999	731	19.3%	761	20.4%	631	17.2%	569	15.5%	4.0%	-9.8%
$50,000 - $74,999	780	20.6%	999	26.8%	1,025	27.9%	1,030	28.2%	28.0%	0.4%
$75,000 - $99,999	323	8.5%	474	12.7%	540	14.7%	620	16.9%	46.8%	14.8%
$100,000 - $149,999	140	3.7%	250	6.7%	268	7.3%	378	10.3%	78.4%	41.0%
$150,000 +	33	0.8%	59	1.5%	81	2.2%	114	3.1%	79.0%	40.7%
Average Hhld Income	$46,501		$55,176		$57,875		$64,522		18.6%	11.4%
Median Hhld Income	$37,199		$48,110		$51,964		$57,988		29.3%	11.5%
Per Capita Income	$19,837		$23,429		$24,545		$27,445		18.1%	11.8%

Employment

	2000 Census	%	2010 Census	%	2015A Estimates	%	2020 Projections	%	Percent Change 2000 to 2010	Percent Change 2015 to 2020
Total Population 16+	6,996		7,026		6,889		6,789		0.4%	-3.3%
Total Labor Force	4,512	64.5%	4,476	63.7%	4,363	63.3%	4,254	62.6%	0.7%	-2.4%
Civilian, Employed	4,362	96.6%	4,272	95.4%	4,203	96.3%	4,101	96.4%	-2.0%	-2.4%
Civilian, Unemployed	132	2.9%	190	4.2%	146	3.3%	139	3.2%	43.9%	-4.7%
In Armed Forces	18	0.4%	14	0.3%	14	0.3%	14	0.3%	-22.2%	0.0%
Not In Labor Force	2,483	35.5%	2,549	36.2%	2,525	36.6%	2,534	37.3%	2.6%	0.3%
% Blue Collar	1,569	35.9%	1,389	32.5%	1,385	32.9%	1,358	32.3%	-11.4%	-1.9%
% White Collar	2,791	64.0%	2,883	67.4%	2,818	67.0%	2,743	65.2%	3.2%	-2.6%

Housing Units

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Total Housing Units	3,901		3,892		3,845		3,840		0.2%	0.1%
Total Occupied Housing Units	n/a	n/a	3,719	95.5%	3,664	95.2%	3,652	95.0%	n/a	0.3%
Owner Occupied: Owned with a mortgage or loan	n/a	n/a	2,218	59.6%	2,103	57.4%	2,082	57.0%	n/a	0.9%
Owner Occupied: Owned free and clear	n/a	n/a	851	22.8%	882	24.0%	885	24.2%	n/a	0.3%
Renter Occupied	n/a	n/a	650	17.4%	679	18.5%	685	18.7%	n/a	0.8%
Vacant	120	3.0%	173	4.4%	181	4.7%	188	4.9%	44.1%	3.8%

Vehicles Available

	2000		2010		2015		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
0 Vehicles Available	211	5.5%	99	2.6%	107	2.9%	108	2.9%	-53.0%	0.9%
1 Vehicle Available	1,342	35.5%	1,459	39.2%	1,381	37.7%	1,367	37.4%	8.7%	-1.0%
2+ Vehicles Available	2,227	58.9%	2,160	58.0%	2,175	59.3%	2,176	59.5%	-3.0%	0.0%
Average Vehicles Per Household	1.70		1.84		1.85		1.86		8.9%	0.0%

Marital Status

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Married, Spouse Present	3,970	56.0%	3,530	49.4%	3,416	48.9%	3,376	49.0%	-11.0%	-1.1%
Married, Spouse Absent	110	1.5%	79	1.1%	115	1.6%	116	1.6%	-28.1%	0.8%
Divorced	829	11.6%	753	10.5%	974	13.9%	959	13.9%	-9.1%	-1.5%
Widowed	672	9.4%	552	7.7%	458	6.5%	440	6.3%	-17.8%	-3.9%
Never Married	1,496	21.1%	2,220	31.1%	2,014	28.8%	1,994	28.9%	48.3%	0.9%
Age 15+ Population	7,084		7,135		6,978		6,886		0.7%	-1.3%

Educational Attainment

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Grade K - 8	71	1.1%	26	0.4%	24	0.3%	24	0.4%	-63.3%	0.0%
Grade 9 - 11	351	5.7%	256	4.1%	303	5.0%	314	5.2%	-27.0%	3.6%
High School Graduate	1,766	28.7%	1,291	21.0%	1,288	21.3%	1,282	21.3%	-26.8%	0.4%
Some College, No Degree	1,795	29.2%	1,978	32.1%	1,906	31.6%	1,893	31.5%	10.1%	0.6%
Associates Degree	646	10.5%	560	9.1%	574	9.5%	577	9.6%	-13.3%	0.5%
Bachelor's Degree	994	16.1%	1,280	20.8%	1,208	20.0%	1,189	19.8%	28.7%	-1.5%
Graduate Degree	518	8.4%	754	12.2%	727	12.0%	715	11.9%	45.5%	-1.6%
No Schooling Completed	0	0.0%	0	0.0%	0	0.0%	0	0.0%	N/A%	N/A%
Age 25+ Population	6,141		6,145		6,030		5,994		0.0%	0.5%

Seasonal Population by Quarter

	2015 Estimates
Q4 2011	37
Q1 2012	37
Q2 2012	38
Q3 2012	38
Q4 2012	38

	2015 Estimates
Q1 2013	38
Q2 2013	38
Q3 2013	38
Q4 2013	38
Q1 2014	38
Q2 2014	38
Q3 2014	44
Q4 2014	44

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Complete Demographic Summary Report

Geography: Northwest Neighborhood

Date: August 31, 2017

Northwest Neighborhood

Population Demographics

	2000 Census		2010 Census		2015A Estimates		2020 Projections		Percent Change 2000 to 2010	Percent Change 2015 to 2020
Total Population	13,757		13,332		13,227		13,193		-3.0%	0.2%
Population Density (Pop/Sq Mi)	3,675.82		3,127.62		3,534.17		3,525.03		-14.9%	0.2%
Total Households	5,371		5,399		5,348		5,368		0.5%	0.3%
Population by Gender:										
Male	6,607	48.0%	6,433	48.2%	6,396	48.3%	6,406	48.5%	-2.6%	0.1%
Female	7,150	51.9%	6,899	51.7%	6,831	51.6%	6,787	51.4%	-3.5%	0.6%

Population by Race/Ethnicity

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
White	12,728	92.5%	12,115	90.8%	11,929	90.1%	11,743	89.0%	-4.8%	-1.5%
Black	150	1.0%	169	1.2%	179	1.3%	185	1.3%	12.5%	3.3%
American Indian or Alaska Native	255	1.8%	193	1.4%	200	1.5%	205	1.5%	-24.5%	2.9%
Asian/Native Hawaiian/Other Pacific Islander	181	1.3%	192	1.4%	201	1.5%	225	1.7%	6.4%	11.5%
Some Other Race	9	0.0%	150	1.1%	165	1.2%	183	1.3%	1,567.8%	11.1%
Two or More Races	434	3.1%	513	3.8%	552	4.1%	651	4.9%	18.2%	17.8%
Hispanic Ethnicity	118	0.8%	511	3.8%	578	4.3%	655	4.9%	333.4%	13.1%
Not Hispanic or Latino	13,639	99.1%	12,820	96.1%	12,649	95.6%	12,538	95.0%	-6.0%	0.8%

Population by Age

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
0 to 4	996	7.2%	841	6.3%	847	6.4%	850	6.4%	-15.6%	0.3%
5 to 14	1,919	13.9%	1,722	12.9%	1,711	12.9%	1,674	12.6%	-10.2%	-2.1%
15 to 19	1,075	7.8%	828	6.2%	774	5.8%	788	5.9%	-22.8%	1.7%
20 to 24	680	4.9%	793	5.9%	800	6.0%	728	5.5%	16.5%	-9.0%
25 to 34	1,930	14.0%	2,050	15.3%	2,016	15.2%	1,965	14.8%	6.2%	-2.5%
35 to 44	2,047	14.8%	1,663	12.4%	1,623	12.2%	1,672	12.6%	-18.7%	3.0%
45 to 54	1,828	13.2%	1,784	13.3%	1,664	12.5%	1,476	11.1%	-2.3%	-11.3%
55 to 64	1,089	7.9%	1,626	12.2%	1,690	12.7%	1,681	12.7%	49.2%	0.5%
65 to 74	1,099	7.9%	959	7.1%	1,062	8.0%	1,275	9.6%	-12.7%	20.0%
75 to 84	871	6.3%	730	5.4%	688	5.2%	720	5.4%	-16.2%	4.6%
85+	220	1.6%	332	2.4%	346	2.6%	360	2.7%	51.2%	3.8%

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Median Age:										
Total Population	36.2		37.6		37.6		38.1			

Households by Income

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
$0 - $15,000	578	10.7%	408	7.5%	385	7.2%	310	5.7%	-29.3%	-19.4%
$15,000 - $24,999	649	12.1%	631	11.7%	604	11.2%	531	9.8%	-2.8%	-12.0%
$25,000 - $34,999	993	18.4%	777	14.3%	729	13.6%	636	11.8%	-21.7%	-12.6%
$35,000 - $49,999	1,076	20.0%	1,089	20.1%	945	17.6%	847	15.7%	1.2%	-10.4%
$50,000 - $74,999	1,380	25.6%	1,235	22.8%	1,306	24.4%	1,331	24.8%	-10.4%	1.8%
$75,000 - $99,999	418	7.7%	656	12.1%	764	14.2%	883	16.4%	56.8%	15.5%
$100,000 - $149,999	272	5.0%	497	9.2%	494	9.2%	664	12.3%	82.6%	34.3%
$150,000 +	10	0.1%	102	1.9%	117	2.2%	162	3.0%	865.7%	37.8%
Average Hhld Income	$45,686		$56,676		$58,690		$65,207		24.0%	11.1%
Median Hhld Income	$41,380		$47,070		$50,183		$58,482		13.7%	16.5%
Per Capita Income	$17,838		$23,168		$23,948		$26,750		29.8%	11.7%

Employment

									Percent Change	
	2000 Census	%	2010 Census	%	2015A Estimates	%	2020 Projections	%	2000 to 2010	2015 to 2020
Total Population 16+	10,678		10,573		10,516		10,484		0.9%	0.8%
Total Labor Force	6,760	63.3%	6,698	63.3%	6,602	62.7%	6,509	62.0%	0.9%	-1.3%
Civilian, Employed	6,193	91.6%	6,028	89.9%	6,049	91.6%	5,967	91.6%	-2.6%	-1.3%
Civilian, Unemployed	503	7.4%	520	7.7%	399	6.0%	387	5.9%	3.4%	-3.0%
In Armed Forces	64	0.9%	151	2.2%	155	2.3%	156	2.3%	134.7%	0.9%
Not In Labor Force	3,918	36.6%	3,874	36.6%	3,914	37.2%	3,975	37.9%	-1.1%	1.5%
% Blue Collar	2,284	36.8%	2,049	34.0%	2,115	34.9%	2,096	34.6%	-10.2%	0.8%
% White Collar	3,919	63.1%	3,978	65.9%	3,933	65.0%	3,870	63.9%	1.5%	-1.6%

Housing Units

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Total Housing Units	5,565		5,640		5,600		5,626		1.3%	0.4%
Total Occupied Housing Units	n/a	n/a	5,399	95.7%	5,348	95.4%	5,368	95.4%	n/a	0.3%
Owner Occupied: Owned with a mortgage or loan	n/a	n/a	3,081	57.0%	2,946	55.0%	2,942	54.8%	n/a	0.1%
Owner Occupied: Owned free and clear	n/a	n/a	1,216	22.5%	1,249	23.3%	1,259	23.4%	n/a	0.8%
Renter Occupied	n/a	n/a	1,102	20.4%	1,153	21.5%	1,167	21.7%	n/a	1.1%
Vacant	194	3.4%	242	4.2%	252	4.5%	259	4.5%	24.6%	2.5%

Vehicles Available

	2000		2010		2015		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
0 Vehicles Available	277	5.1%	230	4.2%	231	4.3%	232	4.3%	-17.0%	0.2%
1 Vehicle Available	1,737	32.3%	1,737	32.1%	1,707	31.9%	1,707	31.8%	0.0%	0.0%
2+ Vehicles Available	3,356	62.4%	3,431	63.5%	3,409	63.7%	3,428	63.8%	2.2%	0.5%
Average Vehicles Per Household	1.80		1.99		1.99		1.99		11.6%	0.0%

Marital Status

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Married, Spouse Present	5,806	53.5%	6,043	56.1%	5,017	47.0%	4,966	46.5%	4.0%	-1.0%
Married, Spouse Absent	220	2.0%	219	2.0%	259	2.4%	263	2.4%	0.0%	1.5%
Divorced	1,554	14.3%	1,100	10.2%	1,550	14.5%	1,564	14.6%	-29.2%	0.8%
Widowed	747	6.8%	846	7.8%	751	7.0%	753	7.0%	13.2%	0.1%
Never Married	2,521	23.2%	2,560	23.7%	3,091	28.9%	3,123	29.2%	1.5%	1.0%
Age 15+ Population	10,841		10,769		10,669		10,668		0.6%	0.0%

Educational Attainment

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Grade K - 8	202	2.2%	135	1.4%	113	1.2%	110	1.2%	-33.0%	-2.6%
Grade 9 - 11	629	6.9%	271	2.9%	329	3.6%	340	3.7%	-56.8%	3.1%
High School Graduate	2,668	29.3%	2,410	26.3%	2,485	27.3%	2,512	27.4%	-9.6%	1.0%
Some College, No Degree	2,720	29.9%	2,908	31.7%	2,889	31.7%	2,911	31.8%	6.9%	0.7%
Associates Degree	999	10.9%	1,096	11.9%	1,055	11.5%	1,055	11.5%	9.7%	0.0%
Bachelor's Degree	1,329	14.6%	1,692	18.5%	1,591	17.4%	1,588	17.3%	27.3%	0.1%
Graduate Degree	510	5.6%	596	6.5%	581	6.3%	584	6.3%	16.9%	0.4%
No Schooling Completed	36	0.4%	36	0.4%	48	0.5%	50	0.5%	2.0%	4.1%
Age 25+ Population	9,093		9,147		9,093		9,152		0.5%	0.6%

Seasonal Population by Quarter

	2015 Estimates
Q4 2011	63
Q1 2012	61
Q2 2012	63
Q3 2012	63
Q4 2012	63

	2015 Estimates
Q1 2013	61
Q2 2013	63
Q3 2013	63
Q4 2013	61
Q1 2014	61
Q2 2014	63
Q3 2014	55
Q4 2014	55

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Complete Demographic Summary Report

Geography: Spokane

Date: October 5, 2017

Spokane

Population Demographics

	2000 Census		2010 Census		2015A Estimates		2020 Projections		Percent Change 2000 to 2010	Percent Change 2015 to 2020
Total Population	197,248		208,888		210,512		214,006		5.9%	1.6%
Population Density (Pop/Sq Mi)	3,285.26		2,762.05		3,506.17		3,564.36		-15.9%	1.6%
Total Households	82,156		87,240		87,847		89,789		6.1%	2.2%
Population by Gender:										
Male	94,786	48.0%	101,826	48.7%	102,909	48.8%	104,654	48.8%	7.4%	1.6%
Female	102,462	51.9%	107,062	51.2%	107,603	51.1%	109,352	51.1%	4.4%	1.6%

Population by Race/Ethnicity

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
White	176,064	89.2%	181,172	86.7%	180,749	85.8%	180,497	84.3%	2.9%	0.1%
Black	3,823	1.9%	4,795	2.2%	5,133	2.4%	5,392	2.5%	25.4%	5.0%
American Indian or Alaska Native	3,498	1.7%	4,150	1.9%	4,361	2.0%	4,529	2.1%	18.6%	3.8%
Asian/Native Hawaiian/Other Pacific Islander	4,737	2.4%	6,506	3.1%	6,902	3.2%	7,945	3.7%	37.3%	15.1%
Some Other Race	1,505	0.7%	2,764	1.3%	3,127	1.4%	3,546	1.6%	83.6%	13.4%
Two or More Races	7,621	3.8%	9,499	4.5%	10,241	4.8%	12,097	5.6%	24.6%	18.1%
Hispanic Ethnicity	5,804	2.9%	10,431	4.9%	11,881	5.6%	13,540	6.3%	79.7%	13.9%
Not Hispanic or Latino	191,444	97.0%	198,457	95.0%	198,631	94.3%	200,466	93.6%	3.6%	0.9%

Population by Age

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
0 to 4	13,702	6.9%	14,249	6.8%	14,407	6.8%	14,436	6.7%	3.9%	0.2%
5 to 14	26,352	13.3%	24,820	11.8%	25,276	12.0%	26,060	12.1%	-5.8%	3.1%
15 to 19	14,293	7.2%	14,473	6.9%	12,977	6.1%	12,827	5.9%	1.2%	-1.1%
20 to 24	15,881	8.0%	18,408	8.8%	17,929	8.5%	15,726	7.3%	15.9%	-12.2%
25 to 34	28,804	14.6%	32,207	15.4%	34,202	16.2%	35,782	16.7%	11.8%	4.6%
35 to 44	30,105	15.2%	25,277	12.1%	25,408	12.0%	26,403	12.3%	-16.0%	3.9%
45 to 54	25,612	12.9%	27,976	13.3%	25,788	12.2%	23,872	11.1%	9.2%	-7.4%
55 to 64	14,606	7.4%	24,442	11.7%	25,568	12.1%	26,014	12.1%	67.3%	1.7%
65 to 74	12,342	6.2%	13,029	6.2%	15,009	7.1%	18,198	8.5%	5.5%	21.2%
75 to 84	11,089	5.6%	9,039	4.3%	8,896	4.2%	9,494	4.4%	-18.4%	6.7%
85+	4,457	2.2%	4,964	2.3%	5,048	2.3%	5,189	2.4%	11.3%	2.8%

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Median Age:										
Total Population	34.8		35.1		35.1		35.7			

Households by Income

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
$0 - $15,000	17,637	21.4%	14,900	17.0%	14,803	16.8%	12,921	14.3%	-15.5%	-12.7%
$15,000 - $24,999	13,436	16.3%	12,631	14.4%	12,049	13.7%	11,132	12.3%	-5.9%	-7.6%
$25,000 - $34,999	13,116	15.9%	11,967	13.7%	11,174	12.7%	10,438	11.6%	-8.7%	-6.5%
$35,000 - $49,999	13,766	16.7%	15,052	17.2%	13,621	15.5%	12,903	14.3%	9.3%	-5.2%
$50,000 - $74,999	13,707	16.6%	14,922	17.1%	16,116	18.3%	17,051	18.9%	8.8%	5.8%
$75,000 - $99,999	5,318	6.4%	7,963	9.1%	9,162	10.4%	10,720	11.9%	49.7%	17.0%
$100,000 - $149,999	3,593	4.3%	6,631	7.6%	7,063	8.0%	9,493	10.5%	84.5%	34.3%
$150,000 +	1,701	2.0%	3,172	3.6%	3,855	4.3%	5,127	5.7%	86.4%	33.0%
Average Hhld Income	$43,461		$54,368		$57,233		$65,231		25.0%	13.9%
Median Hhld Income	$32,570		$38,622		$40,882		$46,570		18.5%	13.9%
Per Capita Income	$18,102		$23,248		$24,417		$27,892		28.4%	14.2%

Employment

									Percent Change	
	2000 Census	%	2010 Census	%	2015A Estimates	%	2020 Projections	%	2000 to 2010	2015 to 2020
Total Population 16+	154,609		167,348		168,472		171,072		8.2%	2.2%
Total Labor Force	99,102	64.0%	106,257	63.4%	105,711	62.7%	106,070	62.0%	7.2%	0.3%
Civilian, Employed	89,583	90.3%	94,941	89.3%	97,213	91.9%	97,711	92.1%	5.9%	0.5%
Civilian, Unemployed	8,833	8.9%	10,832	10.1%	8,006	7.5%	7,846	7.4%	22.6%	-1.9%
In Armed Forces	686	0.6%	485	0.4%	492	0.4%	513	0.4%	-29.3%	4.2%
Not In Labor Force	55,507	35.8%	61,091	36.5%	62,761	37.2%	65,001	38.0%	10.0%	3.5%
% Blue Collar	32,502	36.2%	35,536	37.4%	36,825	37.8%	36,837	37.8%	9.3%	0.0%
% White Collar	57,064	63.7%	59,404	62.5%	60,387	62.1%	60,873	62.6%	4.1%	0.8%

Housing Units

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Total Housing Units	88,653		94,272		95,038		97,161		6.3%	2.2%
Total Occupied Housing Units	n/a	n/a	87,240	92.5%	87,847	92.4%	89,789	92.4%	n/a	2.2%
Owner Occupied: Owned with a mortgage or loan	n/a	n/a	36,852	42.2%	35,041	39.8%	35,448	39.4%	n/a	1.1%
Owner Occupied: Owned free and clear	n/a	n/a	13,377	15.3%	13,923	15.8%	14,238	15.8%	n/a	2.2%
Renter Occupied	n/a	n/a	37,011	42.4%	38,882	44.2%	40,103	44.6%	n/a	3.1%
Vacant	6,497	7.3%	7,032	7.4%	7,191	7.5%	7,373	7.5%	8.2%	2.5%

Vehicles Available

	2000		2010		2015		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
0 Vehicles Available	10,343	12.5%	8,892	10.1%	9,223	10.5%	9,415	10.4%	-14.0%	2.0%
1 Vehicle Available	31,202	37.9%	33,415	38.2%	33,403	38.0%	34,012	37.8%	7.0%	1.8%
2+ Vehicles Available	40,610	49.4%	44,932	51.5%	45,220	51.4%	46,361	51.6%	10.6%	2.5%
Average Vehicles Per Household	1.39		1.82		1.82		1.82		26.6%	0.0%

Marital Status

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Married, Spouse Present	70,966	45.1%	74,641	43.9%	67,496	39.5%	68,752	39.6%	5.1%	1.8%
Married, Spouse Absent	7,809	4.9%	5,611	3.2%	6,453	3.7%	6,600	3.7%	-28.1%	2.2%
Divorced	22,615	14.3%	22,459	13.2%	27,197	15.9%	27,546	15.8%	0.6%	1.2%
Widowed	11,676	7.4%	12,083	7.1%	10,733	6.2%	10,803	6.2%	3.4%	0.6%
Never Married	44,095	28.0%	55,024	32.3%	58,949	34.5%	59,808	34.4%	24.7%	1.4%
Age 15+ Population	157,194		169,819		170,829		173,509		8.0%	1.5%

Educational Attainment

	2000		2010		2015A		2020		Percent Change	
	Census	%	Census	%	Estimates	%	Projections	%	2000 to 2010	2015 to 2020
Grade K - 8	3,212	2.5%	2,660	1.9%	2,674	1.9%	2,726	1.8%	-17.1%	1.9%
Grade 9 - 11	11,173	8.8%	7,282	5.3%	8,064	5.7%	8,429	5.8%	-34.8%	4.5%
High School Graduate	33,475	26.3%	32,742	23.9%	34,437	24.6%	35,664	24.6%	-2.1%	3.5%
Some College, No Degree	33,929	26.7%	38,266	27.9%	38,238	27.3%	39,402	27.1%	12.7%	3.0%
Associates Degree	12,301	9.6%	14,738	10.7%	14,804	10.5%	15,327	10.5%	19.8%	3.5%
Bachelor's Degree	20,489	16.1%	24,003	17.5%	24,514	17.5%	25,569	17.6%	17.1%	4.3%
Graduate Degree	11,647	9.1%	16,376	11.9%	16,141	11.5%	16,730	11.5%	40.6%	3.6%
No Schooling Completed	752	0.5%	868	0.6%	1,048	0.7%	1,105	0.7%	15.5%	5.4%
Age 25+ Population	126,979		136,937		139,922		144,955		7.8%	3.5%

Seasonal Population by Quarter

	2015 Estimates
Q4 2011	995
Q1 2012	956
Q2 2012	993
Q3 2012	998
Q4 2012	983

	2015 Estimates
Q1 2013	959
Q2 2013	992
Q3 2013	992
Q4 2013	962
Q1 2014	946
Q2 2014	984
Q3 2014	1,092
Q4 2014	1,063

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Appendix C: Public Outreach Summary

The development of this plan involved public engagement on multiple levels including stakeholder interviews, an online questionnaire, public workshops, public open houses, and outreach at community events like Summer Concerts in the Park.

Interviews

An early effort focused on learning what is on the minds of the community members and others who care about the Shadle area and who are inclined to offer suggestions on its future. The City of Spokane set up a dozen orientation interviews, allowing the consultant team to learn from one-on-one conversations about the topics and issues this process would need to address. Many of these conversations also revealed opportunities that may help propel the district center into the future the community desires.

These interviews confirmed the importance of several issues the plan must find ways to address – or to suggest ways in which they can be managed if beyond the scope of this project.Orientation interviews confirmed that the primary focus for this plan should be the commercial shopping center, the park and the western half of the intersection of Wellesley and Ash.

Through interview conversations and a storefront studio, it was also indicated that the north edge of Wellesley should be considered as having potential for change. It also became apparent that Shadle's success is influenced by neighborhoods surrounding the Shopping Center. This suggests that the plan should address these neighborhoods and their access to the center, especially pertaining to walkability and the safety of crossing busy arterials such as Wellesley.

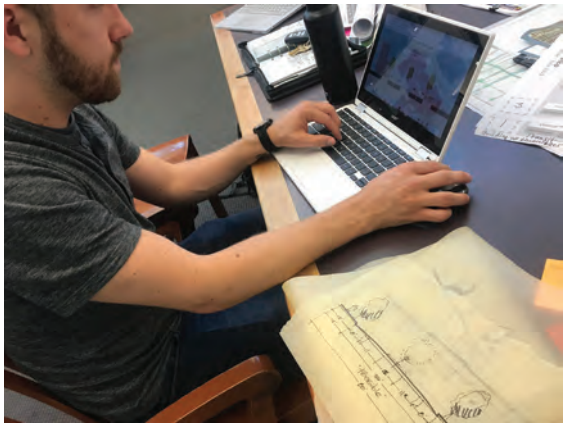
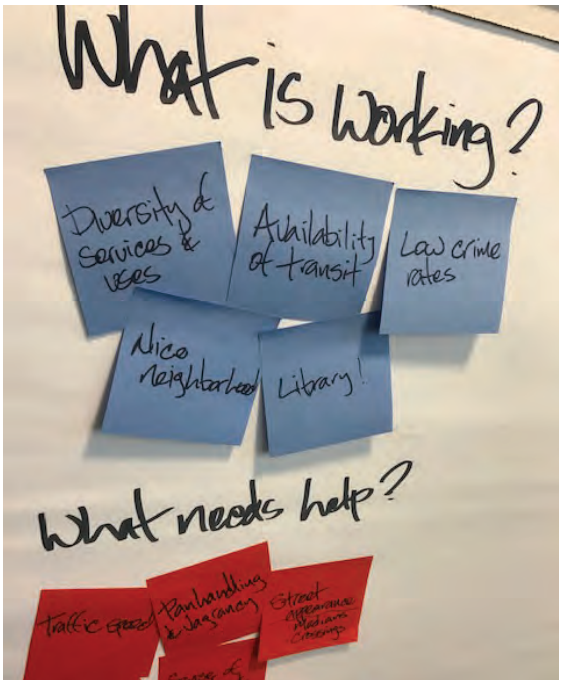


Table 1: Description of Issues

Topic	Issue
Homelessness	Large homeless population in the area
Property Crime	Somewhat frequent property crime and vandalism in nearby neighborhood.
Neighborhood Demographics	Diverse and dynamic neighborhood that is also affordable and attractive to a wide spectrum of residents.
School Proximity	Glover MS and Shadle HS feel disconnected from shopping center.
Glover MS Remodel	Potential connection to retail center as part of remodel
Library Activity	One of the busiest libraries citywide that provides many services to the neighborhood.
Library Expansion	Increased capacity for library services.
Park Use	Increased activity, but there is a clear disconnect between the active water park and the downhill side that sees more homeless settlements.
Park Design	Current design promotes underutilization of park outside of library and water park and facilitates urban camping.
Hastings Site	Currently abandoned site that has potential for community services.
Home Sizes	Appropriate home sizes for affordable rental units along Wellesley, but high traffic noise and volume leads to high renter turnover.
Residential Tenure	Many rentals in the area with a shift toward owner-occupied housing as area is very affordable.
Pedestrian Access	Belt, Alberta, Wellesley are poor and unsafe for pedestrians.
Community Activities	Increase in activity helps activate park.
Community Outreach	Currently a lack of community connection where neighborhood and city do not have much of a relationship with residents.
Arterial Traffic	Traffic is heavy and difficult to manage. Regional mobility must be balanced with local safety for pedestrians and residents.
Parking	Over-abundance at shopping center, but not enough near park and library. Difficult connections across Belt make sharing this parking unappealing.
Regional Draw	Conflicting priorities for the area since it has regional importance and draw, but is designated and wishes to focus more on being a neighborhood center.

Studio and Workshop

The core public engagement in this process was the community studio conducted in the Shadle Library. For three days, members of the consultant team and City staff met with community members, representatives of other City departments, the School District and the Spokane Transit Authority to understand more about community priorities, current agency initiatives, and ideas for the center's future. Almost 100 people visited the studio and participated in its evening workshops, helping the consultant team conceptualize, articulate, evaluate and then land on a preferred scenario as the basis of the plan.



Vision Gap Exercise

The first community workshop, held in conjunction with the studio, focused on the gap between what the community hopes for the Shadle area and what they experience of it now. There were four groups of three or four people each that participated in the workshop. The workshop focused on ten topics, the gap exercise asked participants working in small groups to think collectively about their vision for the area and to evaluate, for each topic, the amount of work to be done to address it. The groups then prioritized actions needed to close the gap for each topic, presenting their findings to the rest of the workshop participants. The groups could also suggest an additional topic to ensure the exercise was as comprehensive as possible. The table and chart below present the exercise results, indicating the vision gap in order of magnitude and the priority rating by topic.

Vision Gap Results

According to the results of this exercise, the topics that the Shadle Area needs to focus on improving the most are Safety, Public Spaces and Parks, and Pedestrians and Cyclists. These were the three topics with the highest gap scores, meaning that residents envision much better conditions for these topics than those that currently exist. Other topics that are experiencing significant gaps include Housing Types and Choices and Retail Businesses. Employment, Transit, Parking, Library and Community Spaces, and Schools saw the lowest gap scores, meaning that their current conditions do a better job at meeting the community's envisioned goals.

Table 2: Gap Exercies Results

Topic	Mean Gap	Mean Priority
Safety	4.75	2.25
Housing Types and Choices	3.50	0.75
Retail Businesses	3.50	0.75
Public Spaces and Parks	5.13	1.25
Great Schools	1.00	0.00
Library and Community Spaces	2.00	0.75
Parking	1.50	0.25
Pedestrians and Cyclists	4.75	2.00
Transit	2.00	1.00
Employment	2.88	0.25

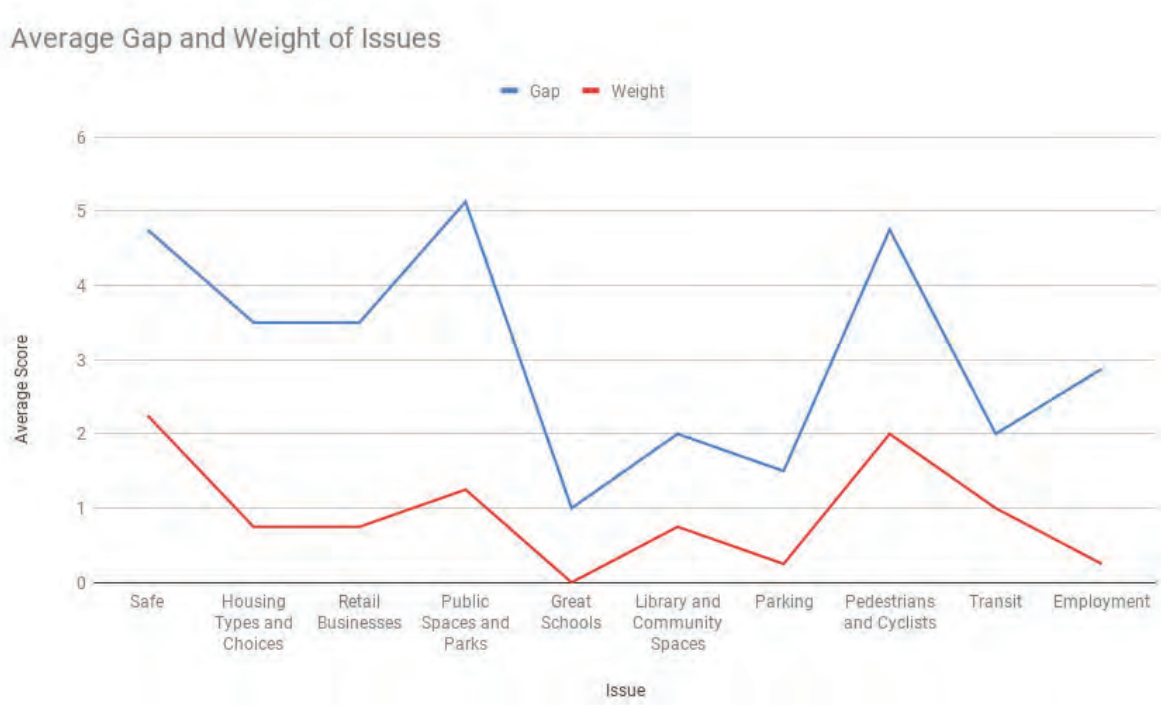
With the exception of "Employment", the priorities groups assigned generally correspond to the magnitude of the gap needing to be closed. While participants believe increased employment in the area would be a good thing, they see the responsibility to provide it borne by

the market and not subject to any initiative undertaken by the City or its agency partners.

Group 3 also identified an extra topic, and they were the only group to do so. The extra topic they identified was “the development of medical facilities and handi-capable park amenities”. They described this as including amenities such as a dog park, a teen center, a senior center, and a program that combines daycare and senior care where seniors are mentors to young children. This group gave a gap score of 8.5 for this category, and assigned it a priority level of 3.

Groups also were able to write comments on the Gap Exercise worksheets. Below are some common themes that came out of these comments:

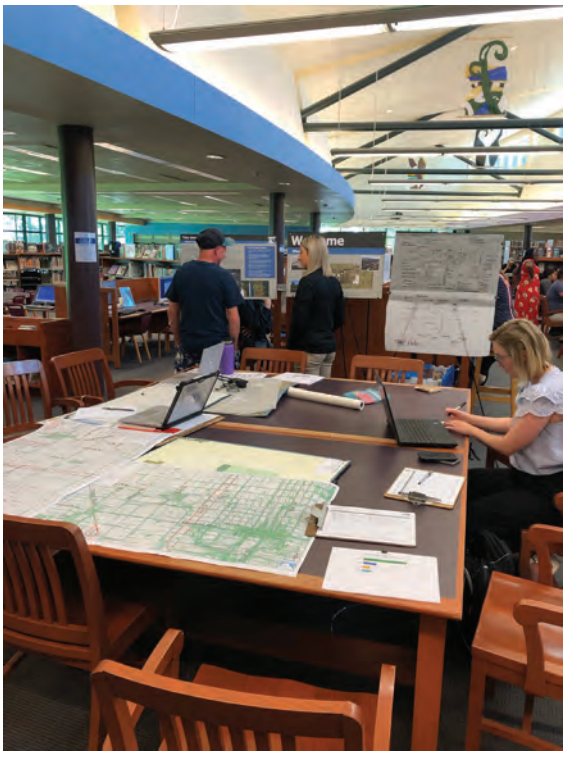
- Bus stops should be more accessible and comfortable. Adding covered bus shelters, benches, and signs could help improve the experience of bussing in the neighborhood, as well as maintaining and cleaning the bus stops regularly.
- Offer more local business and retail in the center in order to create a more cohesive neighborhood feel. This should include the opportunity to increase the number of living wage jobs in the area.



- Provide a community center or senior center that offers resources and programs to residents of the Shadle neighborhood.
- Improve bicycle and pedestrian infrastructure by adding more bike racks and crosswalks, including improving existing crosswalks and sidewalks in order to make them more accessible by those with disabilities.
- Improve the sense of safety in the neighborhood. The area feels more run-down these days and the center and surrounding areas can be unsafe at certain times of the day.

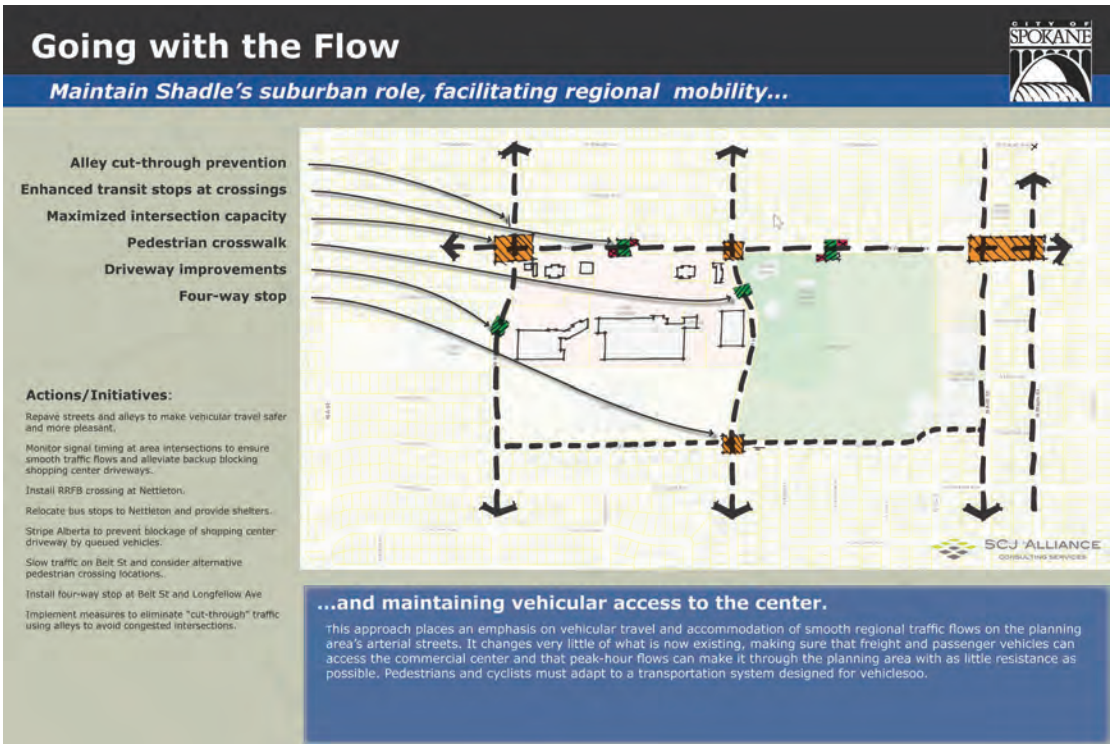
Scenarios

The following three scenarios were developed as a result of community input and workshops based on participant comments and suggestions. They first appeared during the community outreach days at the Shadle Public Library from June 11-13, 2019. They were the subject of the June 13th evening workshop and continued on as the suggested scenarios at subsequent community outreach events like the Concert in the Park series.



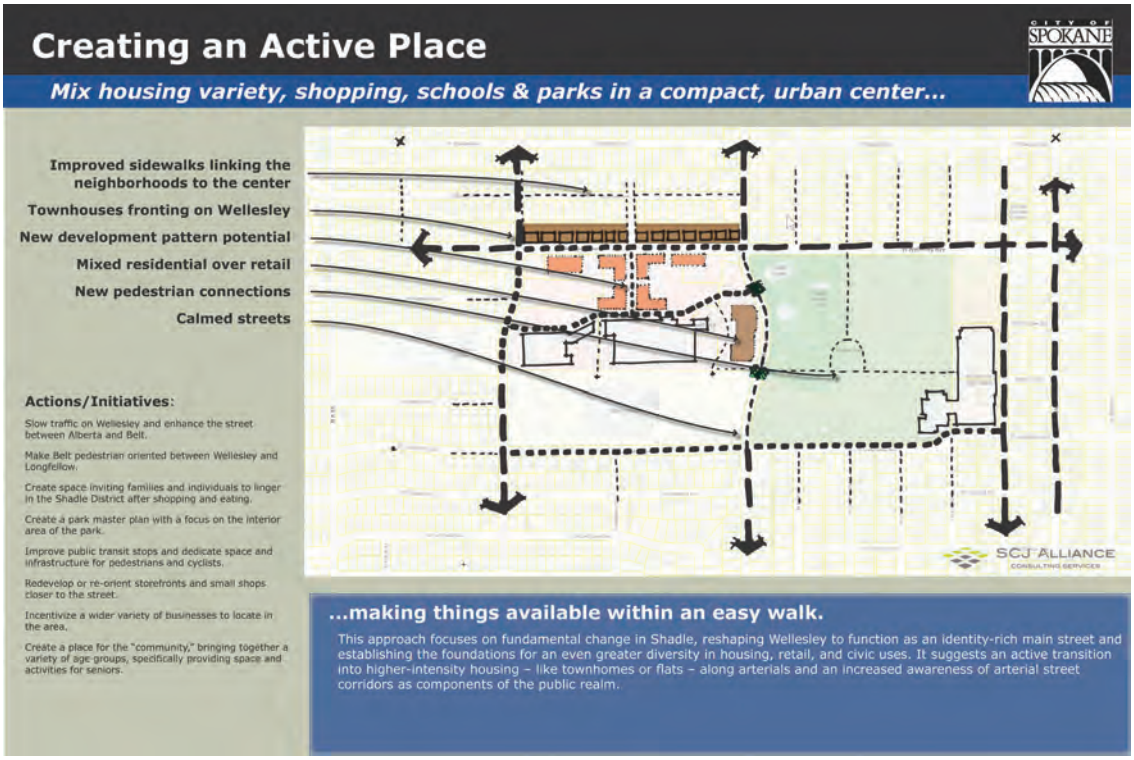
Scenario 1: Going with the Flow

This scenario prioritizes mobility and throughput, ensuring that the center is easily reached by vehicles seeking it and moved through by vehicles seeking to go someplace else. It ensures convenient freight access to the shopping center, provision of abundant parking, and continued priority for vehicular flows on Wellesley, Alberta, Longfellow, and Belt. It acknowledges the need for improved pedestrian safety by providing for some enhanced crossing opportunities, but they adapt to the vehicle-intended roadways and driveways.



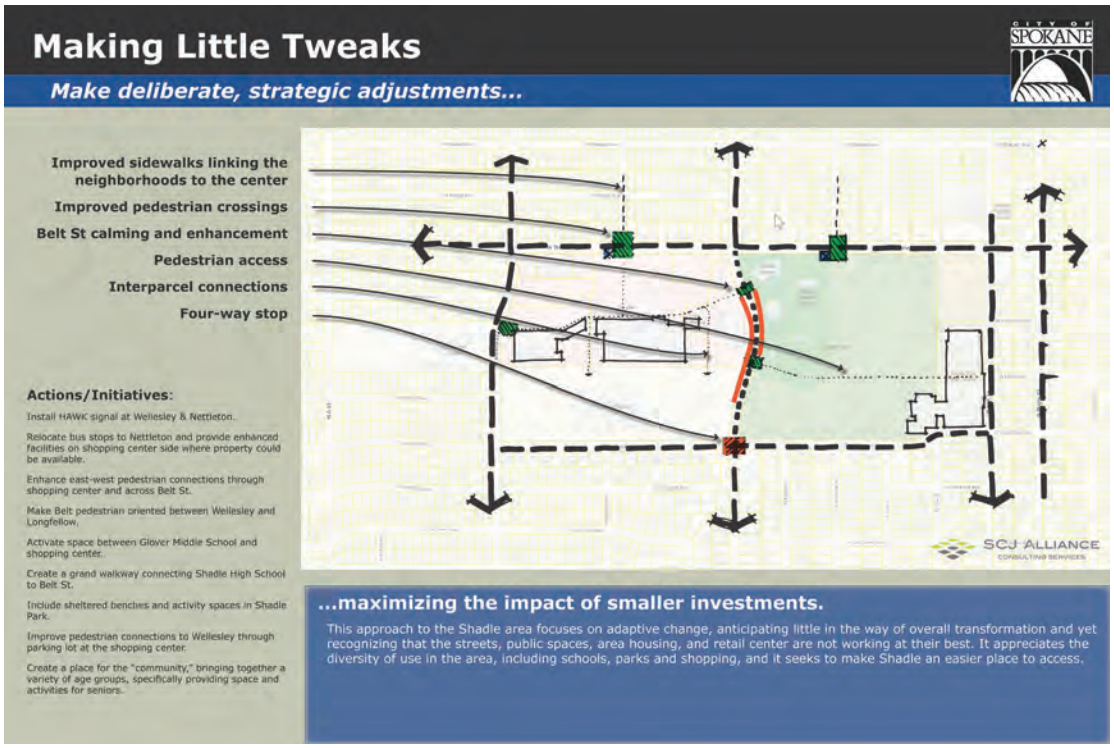
Scenario 2: Creating an Active Place

This approach seeks more transformation, reconfiguring the center to achieve the aspirations voiced in the comprehensive plan and in the discussions with studio participants. It reorders the centers overall priorities, slowing vehicular traffic on Wellesley and Belt, inserting higher-density housing in the core of the center, reconfiguring Wellesley to have a more “urban center” feel, enhancing transit stops, and reconfiguring Belt to function as a seamless integrator between the commercial center and Shadle Park.



Scenario 3: Making Little Tweaks

In making little tweaks – a phrase offered by a studio participant – this scenario recognizes that full transformation may not be achievable, seeking to make adjustments to the center to improve the pedestrian experience where opportunities arise, retain vehicular access – even while slowing traffic on Belt, and enhancing access to transit in collaboration with STA. It can accommodate inclusion of new housing within the center's core, but it is not a foundational principle of this approach.



Scenario Workshop

A second workshop was held on June 13, the third night of the studio days at the Shadle Library. Participants were asked to view the three scenarios and react as to whether that scenario moved the neighborhood in the right direction. Participants were also asked to write down their thoughts, pick a favorite scenario, and suggest improvements to any of the scenarios. Participants were asked whether each scenario moved the right direction (1), the wrong direction (-1), or made little difference (0). The results are presented in the table below, which presents the total scores for each issue among the four groups that participated in the workshop.

Table 3: Scenario Workshop Results

Issue	Going w/ Flow	Little Tweaks	Active Place
Safety	-1	2	0
Housing types and choices	-2	-1	2
Retail business	0	1	2
Public spaces and parks	-2	3	2
Great schools	0	1	1
Library and community	-2	2	0
Efficient parking	-1	0	0
Pedestrian Friendly	1	3	3
Access to transit	1	2	2
Employment opportunity	1	1	3
Total	**-5**	**14**	**15**

Workshop Results

At the community workshop participants favored the “Active Place” option. There were some dissenters, however, wanting the center’s future transformation to be tempered by the need to continue to provide parking for the families, employees, and customers who use the center. While the “Active Place” option may promote a desired future, the “Little Tweaks” approach could provide a strategic underpinning for achieving it.

Concerts in the Park

The neighborhood councils sponsor a summer concert series, with events in July and August in Shadle and Audubon parks. These four events included a booth staffed by neighborhood council representatives and planning staff to present the planning concepts and scenarios and engage in conversations with community members about the proposals. The conversations contributed to the plan's vision and implementation proposals, clarifying community priorities and aspirations for Shadle.

Outreach Results

Generally, residents like the Shadle District Center, but have concerns regarding the safety of the park and pedestrian access to and from the district center. Conversations at the concert in the park events confirmed that residents in the neighborhood prefer the vision presented in the "Active Place" scenario, which does the most to activate the center and improve pedestrian access and safety.

Table 4: Concerts in the Park Details

Date	Event
July 11, 2019	Shadle Park concert
July 18, 2019	Audubon Park concert
July 25, 2019	Audubon Park concert
August 1, 2019	Shadle Park concert

Online Community Survey

The online survey was available to the public for about three months, from late May through late August. 373 people filled out the survey. The large majority of respondents said they lived in the Shadle area and specifically within the zip code 99205, which surrounds the Shadle area. A large majority of respondents were homeowners, and about half of respondents have lived at their current residence for over ten years, suggesting there is a strong sense of established community in the Shadle Area. The most popular responses for how respondents use the Shadle Area include shopping or accessing services, frequenting the restaurants and eateries, visiting the library, and visiting the park.

Below are some general sentiments about how respondents view the Shadle Area:

- Respondents generally felt that Shadle had a small-scale neighborhood feel versus a regional draw.
- Respondents felt that the character of the district felt generic and that there is not a sense that the district is a desirable destination.
- Respondents felt that the Shadle area should strive to create an identity that would provide a neighborhood feel.
- Respondents strongly felt that public safety could improve in the area.
- Respondents felt that the current development pattern of mainly single-family homes was adequate, versus creating a wider diversity of housing choices in the area, but this was not a very strong sentiment overall.
- Respondents generally felt that the Shadle area should incorporate walkable and bikeable street design rather than continue to be focused mainly on cars as the main mode of transportation.
- Respondents generally felt that the area should be fairly open and there should be a high degree of connectivity between the different sections of the area (i.e Shadle park, library, schools, etc.).

Community Rollout

After gathering input from stakeholders and the community on the scenarios presented, a master plan was drafted. The master plan closely resembles the ideas presented in the “Active Place” scenario. This scenario was by far the most favored option among the stakeholders and the members of the public. After the plan was drafted it was presented to the community for further feedback.

Public Open House

A draft of the master plan was presented at a community open house on August 5, 2019 at the Shadle Branch Library. The plan that was presented combined various components from the scenarios that were presented to the community during the public outreach process. Over 30 people attended the open house.

Members of the community were invited to browse all of the context information, scenario alternatives, and the draft plan at the open house. Members of the planning team were present to answer any questions and take any comments provided by the public.

Open house participants were also invited to fill out a worksheet to reflect their thoughts about the proposed master plan. The worksheet presented a series of vision statement items for desired outcomes, preferred directions, and proposed actions that the master plan could suggest. Respondents were asked to mark whether they were in favor, not in favor, or were unsure of the statement. There was also room for respondents to comment freely on any part of the plan. In total, 19 worksheets were returned. The results are presented in Appendix X.

Almost all outcomes, directions, and actions were favored by the majority of respondents. Only one item did not cross the 50% threshold. The action item “Create local program to fund sidewalk repair/enhancement” came in right at 50.0% in favor. However, this item also had the highest percentage of people among all items that marked that they were unsure. Only 16.7% of respondents to this question were not in favor, whereas 33.3% marked that they were unsure.

The following items had the strongest favorability, with over 80% of respondents in favor

- A safe pedestrian environmen
- A sense of identity
- Improved street crossings
- Improved sidewalks leading to and adjoining the center
- Design new crossings along Belt and Wellesley
- Provide shelters at Wellesley bus stops
- Update zoning to ensure assisted living is permitted

The comments that respondents provided were also overall positive toward the suggestions of the master plan. Respondents were in favor of creating a neighborhood identity. Many comments were in favor of rethinking the shopping center to have a smaller neighborhood environment, with less of a focus on the Wal

Mart, and more local shops and businesses. Respondents also commented in favor of improving the transit and pedestrian experiences within the shopping center. Overall, respondents wanted to see continued and enhanced sense of community within the area.

Respondents were less keen on changing the housing character of the area, expressing concerns for property value and gentrification issues. Respondents also expressed some reservations about a sidewalk improvement program and who would contribute financially to such a program.

Neighborhood Councils workshop

(TBD)

Plan Commission

(TBD)

Open House Worksheet Results

The following is a tally of the results returned from worksheets handed out at the public open house, which was held at the Shadle Library on August 5, 2019. At this workshop the final plan scenario was presented, and the worksheet allowed people to respond to the ideas presented in the final plan. Comments from these worksheets are also included here.

Shadle Area Plan Open House
Monday, August 5th, 2019
Worksheet Results

Desired Outcome	% In Favor	% Not In Favor	% Unsure	Total Responses
A safe pedestrian environment	93.3%	6.7%	0.0%	15
A sense of identity	84.6%	7.7%	7.7%	13
Variety in housing	76.9%	15.4%	7.7%	13
Prosperous Retail	76.9%	15.4%	7.7%	13

Preferred Direction	% In Favor	% Not In Favor	% Unsure	Total Responses
Improve Street Crossings	84.2%	0.0%	15.8%	19
Improve Sidewalks leading to and adjoining the center	88.9%	5.6%	5.6%	18
Make the transit experience more pleasant	77.8%	5.6%	16.7%	18
Slow the pace on Wellesley and Belt	63.2%	5.3%	31.6%	19
Increase development intensity along street edges	66.7%	5.6%	27.8%	18
Create "main street" feel in retail center	73.7%	10.5%	15.8%	19
Develop new housing types, including townhomes and senior apartments	77.8%	16.7%	5.6%	18
Mix assisted living into the retail center	55.6%	22.2%	22.2%	18
Locate increased demand for retail within a 5 minute walk	64.7%	11.8%	23.5%	17
Provide appropriate parking to support regional demand	62.5%	25.0%	12.5%	16
Anticipate market changes in retail format	75.0%	6.3%	18.8%	16

Proposed action	% In Favor	% Not In Favor	% Unsure	Total Responses
Design new crossings along Belt and Wellesley	89.5%	10.5%	0.0%	19
Create local program to fund sidewalk repair/enhancement	50.0%	16.7%	33.3%	18
Provide shelters at Wellesley bus stops	83.3%	5.6%	11.1%	18
Redesign Wellesley and Belt to slow traffic while still providing flow	63.2%	10.5%	26.3%	19
Update zoning to encourage mixed uses	77.8%	11.1%	11.1%	18
Create a development master plan for retail center	72.2%	11.1%	16.7%	18
Update zoning to encourage new housing types, possibly at higher densities than now	68.4%	21.1%	10.5%	19
Update zoning to ensure assisted living is permitted	83.3%	11.1%	5.6%	18
Update zoning to permit higher residential density	61.1%	22.2%	16.7%	18
Redesign parking layout to accommodate intensification	61.1%	22.2%	16.7%	18
Adapt retail center to provide more "experience" in design.	61.1%	11.1%	27.8%	18

Notes

- Almost all outcomes, directions, and actions were favored by the majority of respondents. Only one item did not cross the 50% threshold. The action item “Create local program to fund sidewalk repair/enhancement” came in right at 50.0% in favor. However, this item also had the highest percentage of people among all items that marked that they were unsure. Only 16.7% of respondents to this question were not in favor, whereas 33.3% marked that they were unsure.

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    - A safe pedestrian environment
    - A sense of identity
    - Improved street crossings
    - Improved sidewalks leading to and adjoining the center
    - Design new crossings along Belt and Wellesley
    - Provide shelters at Wellesley bus stops
    - Update zoning to ensure assisted living is permitted

Shadle Open House Worksheet Responses - Comments
Monday, August 5th, 2019

Respondent 1

- Yes, could improve the crossings, why not put in a pedestrian bridge over Belt. Then you don't need to spend more money on changing zoning, etc.
- There is no need for some stupid "neighborhood identity"!
- Variety in housing just turns it into more of a slum and raises rents and housing costs! It should remain predominantly single owner homes, not intensive housing.
- Retail is prosperous if you get rid of the thieves!
- Spokane transit sucks! Need to improve system before providing more shelter for transients and gang members.
- "Main street" feel – no such thing will happen, will destroy the neighborhood and bring in more homeless and thieves!
- Mixing assisted living into retail is a stupid idea and not possible!
- Not enough parking now.
- This is nothing but an attempt to spend a few pennies and charge dollars more in stolen tax increases. Hire more police and get rid of the thieves and property destroyers! Then start thinking about "prettying up" the neighborhood. Start putting in stop signs at unsigned intersections. Get rid of traffic circle and put in a stop light. Can't train people to drive it. Get rid of Shadle High and move off main roads! Get rid of Audubon or Shadle park, we only need one park!
- Enlarging the business area only turns the surrounding area into more of a slum, for example downtown, northtown mall, etc.
- Who was the stupid author of these greedy tax changes? Is this the owners of the planned intensive housing, so they can make more money at neighborhood expense! This is NOT for the benefit of the neighborhood!

Respondent 2

- We pay taxes and new sidewalks should be kept up in neighborhoods. Should not have to create a local program to fund sidewalk repair.
- There should be no shelters provided for homeless people.
- Not sure what higher density residential means?
- Where would assisted living go? Not enough room.

Respondent 3

- New crossings were redone and new turn lanes went when Walmart was built!
- The taxes we pay the city should fund the new sidewalks.

- Covered shelter at Wellesley and Alberta would be good.
- Shadle Center was a retail center- many varieties of shops and restaurants- then Walmart came.
- Re: new housing types- what would happen to the houses' values already in the area?
- This area should not have a homeless shelter. Too many schools and children- safety issues!

Respondent 4

- I would like a remodel of street Longfellow to Wellesely
- Leave housing alone
- Better parking by baseball diamond

Respondent 5

- Hard to mix regional demand with neighborhood feel for business
- Should we continue to accommodate huge parking demands or less
- Downgrade Walmart to neighborhood (urban) Walmart.

Respondent 6

- Really like the approach of transforming center from "Big Box/Big lot" to something other than asphalt expanse.

Respondent 7

- This design is exactly what our aging area needs!

Respondent 8

- 1. How do you add high density housing without gentrifying area or the other extreme?
- 2. Do not move a nice bus stop in Shadle Park area- too far for those with bags to lug. Make one between McDonalds and Safeway Gas station on Wellesley the most convenient for the weakest link.
- 3. Community Center big idea at Hastings bldg. Great idea. Include medical building on east side of Maple and Wellesley.

Respondent 9

- Indoor aquatic center in the park.
- Picnic areas in the park.
- Utilize the huge field at Glover.
- Make the area more attractive in the Shopping Center.

Respondent 10

- It's dangerous to walk on Wellesley. Bring sidewalk into the park.
- Bring Huntington Park crossing detail.
- Main floor retail with housing above!
- Slowing traffic increases retail.
- Smaller shop spaces over Big Box.
- Establish a Business Improvement District
- Take Wellesley to 3 lanes from Ash to A Street.
- Protected Bike/ped lanes on Belt (Wellesley?!)
- Increase transit access and add HPT style stops.
- Encourage mixed use development housing over retail.
- Bring bumpouts and pedestrian protections to Wellesley. Add trees, xeriscape.
- Include heated sidewalks for year-round access.
- Pedestrian lighting
- Less parking and more bike/ped/transit access.
- Don't ignore the successes and the stumbles with East Sprague and North Monroe.

Respondent 11

- Healthy food restaurant with local seasonal organics.
- Community Center at Wellesley and Ash sounds good. Partner with schools and churches for youth services (including Shadle Park Presbyterian)
- Community gardening at center of the park and/or at each school. Partner with growing neighbors!
- Plant edible/native berry hedges and fruit trees to feed the community and create a healthy common experience and sustainable use of space.
- Bike and ped friendly community center on NW corner of Wellesley and Ash.
- Community gardening
- Fruit trees

Respondent 12

- Who would contribute to a sidewalk repair/enhancement program? Local tax?
- Don’t want to increase traffic flow
- Retail is being replaced with online.

Respondent 13

- Maybe put the bus stops in the parking lot?!

Appendix D

Relevant policies from the Comprehensive Plan

ED 2: Land Availability for Economic Activities

Ensure that an adequate supply of useable industrial and commercial property is available for economic development activities.

ED 2.4 Mixed Use

Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.

TR 6 Commercial Center Access

Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.

Key Actions

a. Maintain Street Design Standards and Guidelines to support pedestrian activity and pedestrian-supportive amenities such as shade trees, multimodal design, street furniture, and other similar amenities.

b. Maintain street design guidelines reflecting best practices to implement designs that effectively manage traffic flow within designated Centers and Corridors while ensuring designs correspond to and support local context.

c. Designate and develop neighborhood greenways and low vehicle volume bicycle routes that parallel major arterials through designated Centers and Corridors.

d. Establish and maintain bicycle parking guidelines and standards for Centers and Corridors to provide sufficient and appropriate short- and long-term bicycle parking.

e. Provide transit supportive features (e.g. sidewalks, curb ramps, transit benches, etc.) in support with STA.

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 nonresidential development and design, and proactively reinforcing downtown Spokane's role as a vibrant urban center.

LU 1.2 Districts

Identify districts as the framework for providing secondary schools, larger park and recreation facilities, and more varied shopping facilities.

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 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

LU 3.4 Planning for Centers and Corridors

Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

LU 4.2 Land Uses That Support Travel Options and Active Transportation

Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors.

SH 5.2 Neighborhood-Level Health and Human Services

Provide financial, regulatory, and tax incentives for business and property owners, service providers, and developers in order to increase the number of neighborhood and district centers where health and dental clinics, and human services are available.

TABLE LU 1 – MIX OF USES IN CENTERS

Land Use	Neighborhood Center	District and Employment Center
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

Note: All percentage ranges are based on site area, rather than square footage of building area.

Appendix E

Shadle Area Zoning Review

This appendix reviews the existing zoning, according the City of Spokane Municipal Code in the Shadle area. This review completes action items 1-5 of Table 3 in the plan, outlining how each of the land use proposals is possible within the existing zoning environment. Zoning reviews are provided for townhouse development, mixed-use development, senior housing development, and community center development.

The zoning map above shows the existing zoning designations within and surrounding the Shadle area.

Action Item 1: *Wellesley Ave, north side, between Alberta and Belt*

The Shadle Plan proposes townhouses along the northern edge of Wellesley Avenue from its intersection with Alberta Street to its intersection with Belt Street. If this action were to occur, it would be led by private property owners.

The current zoning for this area is Residential Single Family (RSF). RSF requirements are sufficient for the proposed development and no changes to the zoning code are needed to achieve the vision of the Shadle Neighborhood Plan. A maximum of two attached townhouses per structure may be built on this site, unless it is developed as a Planned Unit Development, in which case structures can consist of more than two attached units.

Type of structure currently allowed by existing zoning code (above)

Type of structure allowed with PUD (below)

More about RSF Zoning

The Spokane Zoning Map designates this area as (RSF) which allows attached housing, like townhouses, permitting a maximum of two houses with a common wall. Structures with three or more attached houses require a PUD.

The RSF zone is a low-density single-family residential zone. It allows a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing. The major type of new development will be attached and detached single-family residences. In appropriate areas, more compact development patterns are permitted. The RSF zone is applied to areas that are designated residential 4-10 on the land use plan map of the comprehensive plan (SMC 17C.110.030).

A PUD, which is requried for more than two attached homes, is a project permit for an overlay zone, approved by the hearing examiner, which does not fully comply with all of the development standards of the base zone in which it is located, but is approved based on superior or innovative design. (SMC 17A.020.160)

Site Recommendations

The vision in the Shadle Neighborhood Plan for this part of Wellesley depicts a street-front lined with townhouses, activating an urban neighborhood corridor. This is permitted by PUD, requiring no alterations to the existing zoning code.

This higher intensity of townhouse development will allow for the potential of higher population densities (limited at 10 dwelling units per acre) and a more active street, which will add to the neighborhood character of the Shadle Area.

Action Item 2 & 5: *Shadle Center, regional retail & internal central spine*

The plan's vision depicts a shopping and retail core lining the south edge of Wellesley and a new corridor through the middle of the shopping center. Mixed use development would bring offices and/or residential units to this area as well. If this action were to occur, it would be led by private property owners.

This area is currently zoned as Centers and Corridors Type 2 District Center (CC2-DC). No zoning changes are needed to achieve the vision of the Shadle Plan.

More about CC2 Zoning

The Type 2 center and corridor zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. (SMC 17C.122.020)

The Center and Corridor Zones are intended to bring employment, shopping, and residential activities into shared locations and encourage, through new development and rehabilitation, new areas for economic activity.

New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, alternative modes of transportation with a safe pedestrian environment, quality design, smaller blocks and relatively narrow streets with on-street parking. (SMC 17C.122.010)

More about District Centers

District Centers are usually located at the intersection of principal arterial streets or major transit hubs. District Centers offer a wide range of retail and service activities. They should also include plazas, green space, and a civic green or park to provide a focal point for the Center. Urban design guidelines of the Comprehensive Plan are used to promote compatible mixed land uses. Housing density should decrease as the distance from the District Center increases.

Site Recommendations

The development recommended in the Shadle Neighborhood Plan would use space that is currently used as a parking lot and/or strip mall developments. This area's designation as a District Center allows for greater intensity of land use by permitting higher density residential uses and more relaxed parking requirements.

In order to realize the vision for this part of the plan, development should use innovative techniques to ensure that higher intensity development can occur while still accommodating the parking and stormwater drainage requirements for Centers/Corridors zones.

Potential types of development for the Shadle Shopping Center:

Action Item 3: *Hastings site, Wellesley and Ash (NWC)*

The Shadle Neighborhood Plan proposes development of a community center which will act as a central resource for the surrounding neighborhood. One option for this would place the center on the northwest corner of Wellesley and Ash. Another option is to place the community center in a more central location along the eastern edge of the Shadle Shopping Center near Belt. The final decisions on siting and funding would be part of a larger community and property owner discussion.

The Hastings site is currently zoned for Neighborhood Retail 35 (NR-35), and the eastern edge of the Shadle Shopping Center is currently zoned for Centers and Corridors Type 1. Community center uses are allowed in both of these zones, so no changes to the zoning code are needed to achieve the vision of the Shadle Plan.

Potential types of structures for a Shadle Community Center:

More about NR Zoning

The NR Zone permits the use of institutional categories. A community center use falls under this category because it offers services to the public (SMC 17C.190.420).

Businesses that are neighborhood serving and pedestrian-oriented are encouraged in neighborhood retail locations. Drive-through facilities, including gas stations and similar auto-oriented uses are subject to limitations to reduce the impact of these activities on nearby residential uses (SMC 17C.120.030). The NR zone permits the use of institutional categories including colleges, community service, daycare, medical centers, parks and open areas, relgious institutions, and schools. (SMC Table 17C.120-1)

The maximum height for NR zones is 35 feet, as designated by the number following the zone (NR-35). The height limit in the NR zone discourages buildings that visually dominate adjacent residential areas. Light, air and the potential for privacy are intended to be preserved in single-family residential zones that are close to commercial zones. (SMC 17C.120.220)

Site Recommendations

The old Hastings site consists of two parcels, which together provide about 2.5 acres. This is consistent with the approximate acreage of some other local community centers, so the site provides sufficient space for a new community center, even with the height restrictions.

A community center on the Hastings site should be connected to the rest of the neighborhood. The building will ideally provide easy access for pedestrians, with entrances connecting to sidewalks and street crossings. Parking should be provided in the rear of the building in order to maintain the pedestrian focus on the sidewalk. Development plans for this site should consider minimal building setbacks and parking requirements, while maximizing the floor area ratio.

A community center along the eastern edge of the shopping center by Belt would have greater flexibility in structure type and intensity, given fewer height and parking restrictions in CC1 zones. In this case, an alternative use should be considered for the old Hastings site.

Action Item 4: *Shadle Center, east side*

The Shadle Neighborhood Plan proposes a development within the new Shadle Shopping Center that provides senior housing opportunities. This will provide additional housing options for older populations seeking to live in the Shadle neighborhood. If this action were to occur, it would be led by private property owners.

The proposed site for this development is on the eastern edge of the shopping center, along Belt. This area is currently a Centers and Corridors Type 1 Zone, which permits residential uses.

No changes to the existing zoning are needed to achieve the vision for this part of the Shadle Neighborhood Plan.

More about CC1 Zoning & Group Living

Centers and Corridors Zoning allows for a wide range of uses, including residential and mixed use. Mixed use development can include senior housing, with retail or business services on the ground floor and housing units on the upper floors.

Residential uses mainly include residential household living, but also include group living. This is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of Residential Household Living. The size of the group will be larger than the average size of a household. Tenancy is arranged on a month-to-month basis, or for a longer period. Uses where tenancy may be arranged for a shorter period are not considered residential. They are considered to be a form of transient lodging (see the Retail Sales and Service and Community Service categories). Generally, Group Living structures have a common eating area for residents. The residents may or may not receive any combination of care, training or treatment, as long as they also reside at the site.

All group living uses are subject to the requirements of chapter 17C.330 SMC, Group Living, including the maximum residential density provisions of Table 17C.330-1.

Site Recommendations

The Type 1 center and corridor zone promotes the greatest pedestrian orientation of the center and corridor zones. To accomplish this, some limitations are placed on auto-oriented activities and some types and the allowable size of some uses are controlled (SMC 17C.122.020). Therefore, development of this site should prioritize safe pedestrian connections. Those living in senior housing units may be less likely to be willing or able to drive, which means they may be more likely to be walking, riding a bike, or using a wheelchair to get around the neighborhood. Therefore, the site should focus on providing frequent and safe pedestrian and cycling facilities that connect to the shopping center, the park, and public transit.

Potential type of structure for Shadle Senior Housing:

Agenda Sheet for City Council Meeting of*

11/18/2019

Briefing date: 11/11/2019

Status: **DIVISION\FINANCE\LEGAL REVIEW**

Date Rec'd (Clerk use only)	11/6/2019		
Clerk's File #	RES 2019-0102		
Renews #			
Submitting Dept*:	CITY COUNCIL	Cross Ref #	
Contact Name & Phone*:	BREEAN BEGGS 6714	Project #	
Contact E-Mail*	BBEGGS@SPOKANECITY.ORG	Bid #	
Add'l Docs Attached? ☑	Resolutions	Requisition #	

Agenda Item Name: Begin with Dept #

0320 APPROVAL OF CYCLE 9 SCHOOL RADAR PROJECT APPLIC

Agenda Wording*: (149 character max) ☐ Additional attached?

A resolution regarding the approval of Cycle 9 applications to be paid through the School Radar Fund.

Summary (Background)*: (274 character max.) ☐ Additional attached?

This resolution lists the Cycle 9 (2019) school radar projects that have been preliminarily approved by the Council Traffic Calming Subcommittee for design, engineering and construction using funding from the School Radar Fund

Fiscal Impact

Grant related? Yes ○ No ◉

Public Works? Yes ○ No ◉

Budget Account ☐ Additional attached?

Expense	$	1,896,488	#	1380 - various
Select	$		#	
Select	$		#	
Select	$		#	

Approvals		**Council Notifications** (Date) ☐ None	
Dept Head	MCCLATCHEY, BRIAN	Study Session	
Division Director		Other	11/18 Finance Committee
Finance		**Distribution List** (Emails preferred) ☐ Additional?	
Legal	PICCOLO, MIKE	aeagle@spokanecity.org	
For the Mayor		inote@spokanecity.org	
Additional Approvals		bturner@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
Select Dept 1		korlob@spokanecity.org	
Select Dept 2			
Select Dept 3			

Save | Cancel | View Related Documents

DRAFT RESOLUTION 2019-0102

A resolution regarding the approval of Cycle 9 applications to be paid through the School Radar Fund.

WHEREAS, the City Council has adopted Resolution No. 2017-0106 regarding the allocation of funds generated from automated school radar cameras; and

WHEREAS, the funds generated from the automated school radar cameras are designed for school zone safety projects which the neighborhoods have applied for as well as programs that will increase safety for students on their way to and from schools; and

WHEREAS, Spokane Public Schools, the Spokane Regional Health District, and neighborhoods have worked with city staff and the City Council to finalize a partial list of approvals from Cycle 9 applications submitted to the City of Spokane.

NOW, THEREFORE BE IT RESOLVED that the list of approved school radar projects approved so far for Cycle 9 (2019), which are to be completed by the end of 2021, are as follows:

District 1

- BEMISS Bemiss Elementary: Install of RRFB at Euclid and Cook - $35,000 to be completed by the end of 2021.
- HILLYARD Arlington Elementary: Install HAWK signal at Francis and Cook to replace existing overhead flashing crosswalk light - $200,000 to be completed by the end of 2021.
- LOGAN Gonzaga Prep: 20 MPH When Flashing signage at Perry St. and Dalton Ave., marked crosswalks on Euclid, Dalton and Morton - $55,000 to be completed by the end of 2021.
- WHITMAN Whitman Elementary: Infill of missing sidewalk on Helena, Sanson and E. North - $355,000 to be completed by the end of 2021.

Total School Radar Funds to date for District 1 - $645,000

District 2

- MANITO/CANNON HILL Cataldo Catholic School: Install RRFB on Bernard at 18th Avenue - $90,000 to be completed by the end of 2021.
- EAST CENTRAL Grant Elementary: Replace exiting overheard flashing crosswalk light at 9th and Perry with RRFB – $40,000 to be completed by the end of 2021.

Total School Radar Funds to date for District 2 - $130,000

District 3

- AUDUBON/DOWNRIVER Audubon Elementary: Replace existing overhead flashing crosswalk light with RRFB - $50,000 to be completed by the end of 2021.

- AUDUBON/DOWNRIVER Glover Middle School: Install sidewalks on the east side of Nettleton between Walton and Garland - $60,000 to be completed by the end of 2021.
- NORTH HILL Madison Elementary: Install sidewalks on both sides of Everett (Wall to Whitehouse), west side of Normandie (Queen to Wabash), north side of Wabash (Calispel to Atlantic) - $240,000 to be completed by the end of 2021.

Total School Radar Funds to date for District 3 - $350,000

City-Wide

- SPOKANE COPS up to $50,000/year for 2019-2022 to Spokane COPS to fund their safe routes to school monitoring and patrol program that identifies permanent and temporary (snow/ice) sidewalk hazards on routes to school and encourages compliance with property owners and enforcement by Code Enforcement. Any transfer of funds shall be on a reimbursement basis for documented performance.
- SPOKANE REGIONAL HEALTH DISTRICT up to $78,488 for 2020 programmatic funding for the Walking School Bus program. Any transfer of funds shall be on a reimbursement basis for documented performance.
- CITY OF SPOKANE STREETS DEPARTMENT one-time funding of up to $97,000 to upgrade communications equipment for all 20 MPH When Flashing signage.
- CITY OF SPOKANE STREETS DEPARTMENT one-time funding of up to $50,000 for battery replacement and maintenance of all 20 MPH When Flashing signage.
- SPOKANE POLICE DEPARTMENT Up to $500,000/year from 2019-2021 for certified traffic officer patrol shifts which target at least 50% of their shift time within 300 feet of a school, park or designated school or park crossing to be reimbursed at a cost of $1,049 per shift, which reflects the true cost per shift of the estimated number of shifts served by a regular traffic officer once training, leave and benefits are calculated for a year of service. Any transfer of funds shall be on a reimbursement basis for documented shifts worked in such deployment at or near schools, parks or designated crossings conducting traffic enforcements. These funds include and supersede any allocation of funds from 2018.

Total School Radar Funds to date for City-wide projects - $771,448

Total Cycle 9 one time and annual amount for School Radar funds - $1,896,488

NOW, THEREFORE BE IT FURTHER RESOLVED that the Streets Department shall continue to pay out of its budget the costs of installing, maintaining and replacing street signs, crosswalk markings and bicycle infrastructure markings related to pedestrian and bicycle safety.

Passed by the City Council this ____ day of November, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of*

11/18/2019

Briefing date: 11/11/2019

Status: **DIVISION\FINANCE\LEGAL REVIEW**

Date Rec'd (Clerk use only)	11/6/2019		
Clerk's File #	RES 2019-0103		
Renews #			
Submitting Dept*:	CITY COUNCIL	Cross Ref #	
Contact Name & Phone*:	BREEAN BEGGS 6714	Project #	
Contact E-Mail*	BBEGGS@SPOKANECITY.ORG	Bid #	
Add'l Docs Attached? ☑	Resolutions	Requisition #	

Agenda Item Name: Begin with Dept #

0320 APPROVAL OF CYCLE 9 TRAFFIC CALMING PROJECTS

Agenda Wording*: (104 character max) ☐ Additional attached?

A resolution regarding the approval of traffic calming projects from Cycle 9 applications to be paid through the Photo Red (Traffic Calming) Fund.

Summary (Background)*: (257 character max.) ☐ Additional attached?

This resolution lists the Cycl 9 (2019) traffic calming projects that have been preliminarily approved by the City Council Traffic Calming Subcommittee for design, engineering and construction using funds from the Traffic Calming Measures Fund

Fiscal Impact

Grant related? Yes ○ No ◉

Public Works? Yes ○ No ◉

Budget Account ☐ Additional attached?

Expense	$	1,625,000	#	1380 - various
Select	$		#	
Select	$		#	
Select	$		#	

Approvals		**Council Notifications** (Date) ☐ None	
Dept Head	MCCLATCHEY, BRIAN	Study Session	
Division Director		Other	11/18 Finance Committee
Finance		**Distribution List** (Emails preferred) ☐ Additional?	
Legal	PICCOLO, MIKE	aeagle@spokanecity.org	
For the Mayor		inote@spokanecity.org	
Additional Approvals		bturner@spokanecity.org	
Purchasing		korlob@spokanecity.org	
Select Dept 1		htrautman@spokanecity.org	
Select Dept 2			
Select Dept 3			

Save Cancel View Related Documents

RESOLUTION 2019-0103

A resolution regarding the approval of traffic calming projects from Cycle 9 applications to be paid through the Photo Red (Traffic Calming) Fund.

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

WHEREAS, the funds generated from the automated traffic safety cameras are designed for traffic calming projects for which neighborhoods have applied; and

WHEREAS, the neighborhoods have worked with city staff and City Council to finalize a partial list of approvals from Cycle 9 applications submitted to the City of Spokane.

NOW, THEREFORE BE IT RESOLVED that the list of approved traffic calming projects for Cycle 9 (2019), which are to be completed by the end of 2021, are as follows:

District 1

- TBD Set aside up to $600,000 for projects to be determined.

Total Traffic Calming Funds for District 1 - $600,000

District 2

- GRANDVIEW/THORPE Milton from 15th to 16th – Install missing sidewalk - $290,000 to be completed by the end of 2021, or concurrent with Cycle 8 traffic calming projects.
- LINCOLN HEIGHTS Southeast Blvd. at entrance to Lincoln Park – Install crosswalk, signage, lights and pedestrian refuge - $60,000 to be completed by the end of 2021.
- MANITO/CANNON HILL Install bumpout on west side of Bernard at 21st Ave. $60,000 to be completed by the end of 2021.
- WEST HILLS Sunset to G St. – Install shared path signage and speed feedback signs - $40,000 to be completed by the end of 2021.

Total Traffic Calming Funds for District 2 - $450,000

District 3

- BALBOA/SOUTH INDIAN TRAIL Woodside Ave. from Five Mile Rd. to Indian Trail Rd. - Placement of bike friendly signage - $10,000 to be completed by the end of 2021.
- NORTH HILL Longfellow and Division – Install HAWK - $300,000 to be completed by the end of 2021.
- NORTH HILL Garland and Madison – Install marked crosswalk, bumpout and ADA ramps - $90,000 to be completed by the end of 2021.
- NORTH INDIAN TRAIL Lowell Ave. and Indian Trail Rd. – Install marked crosswalks on South leg - $10,000 to be completed by the end of 2021.

- NORTH INDIAN TRAIL Barnes Rd. at Farmdale – Install crosswalk, pedestrian signage and ADA ramps - $25,000 to be completed by the end of 2021.
- WEST CENTRAL Broadway Ave. and Chestnut St. – Install crosswalk, ADA ramps and pedestrian signage - $100,000 to be completed by the end of 2021.
- WEST CENTRAL - Perform a conceptual design study for a “Neighborhood Greenway” on Chesnut St. from Bride Ave. to Maxwell Ave. - $40,000 to be completed by the end of 2021.

Total Traffic Calming Funds for District 3 - $575,000

Total amount for all Traffic Calming Funds - $1,625,000

Passed by the City Council this ____ day of November, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 11/11/2019		**Date Rec'd**	10/28/2019
		Clerk's File #	ORD C35838
		Renews #	
Submitting Dept	PLANNING	**Cross Ref #**	
Contact Name/Phone	KEVIN 625-6184	**Project #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 - LAND USE PLAN MAP AMENDMENT – WALTON AVENUE		

Agenda Wording

An Ordinance relating to application Z18-882COMP by HA Tombari, LLC, amending the Comprehensive Plan Land Use Plan Map from Residential 15-30 to General Commercial for 0.12 acres & a change to the Zoning Map from RMF to GC-70.

Summary (Background)

The subject property is legally described as Lot 15, Block 57 of the Lidgerwood Addition. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	10/10/19
Division Director	DUVALL, MEGAN	**Other**	
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ngwinn@spokanecity.org	
Additional Approvals		dhume@spokane-landuse.com	
Purchasing		jrichman@spokanecity.org	
		sbishop@spokanecity.org	
		htrautman@spokanecity.org	
		tsanders@spokanecity.org	

ORDINANCE NO. C35838

AN ORDINANCE RELATING TO APPLICATION PLANNING FILE Z18-882COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.12 ACRES DESCRIBED AS LOT 15, BLOCK 57 OF THE LIDGERWOOD ADDITION AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY" (RMF) TO "GENERAL COMMERCIAL" (GC-70).

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z18-882COMP was timely submitted to the City for consideration during the City's 2018/2019 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-882COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "General Commercial" for 0.12 acres. If approved, the implementing zoning designation requested is "General Commercial (GC-70)"; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 12, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 27, 2019 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 28, 2019; and

WHEREAS, the staff report for Application Z18-882COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-882COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-882COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of Application Z18-882COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-882COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 15-30" to "General Commercial" for 0.12 acres, as shown in Exhibit A.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Multifamily (RMF)" to "General Commercial (GC-70)," as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____

Council President

Attest:

Approved as to form:

_____

City Clerk

_____

Assistant City Attorney

_____

Mayor

_____

Date

_____

Effective Date

STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
0.12 acre at 15 East Walton Avenue; File Z18-882COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

Change parcel 35052.2920 from "Residential 15-30 Land Use" and RMF zoning to "General Commercial Land Use" and GC-70 zoning (same as adjacent parcel to the west and north). The subject parcel is approximately 5,100 square feet (0.12 acre). No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	H A Tombari LLC
Location of Proposal:	The subject site is one parcel located on the north side of East Walton Avenue, approximately 150 feet east of Division Street (15 E Walton Ave / parcel 35052.2920). The concerned property totals approximately 5,100 square feet (0.12 acre).
Legal Description:	Lot 15, Block 57 Lidgerwood Park
Existing Land Use Plan Designation:	"Residential 15-30"
Proposed Land Use Plan Designation:	"General Commercial"
Existing Zoning:	RMF (Residential Multifamily)
Proposed Zoning:	GC-70 (General Commercial with 70-foot height limit)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Nathan Gwinn, Assistant Planner; ngwinn@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION

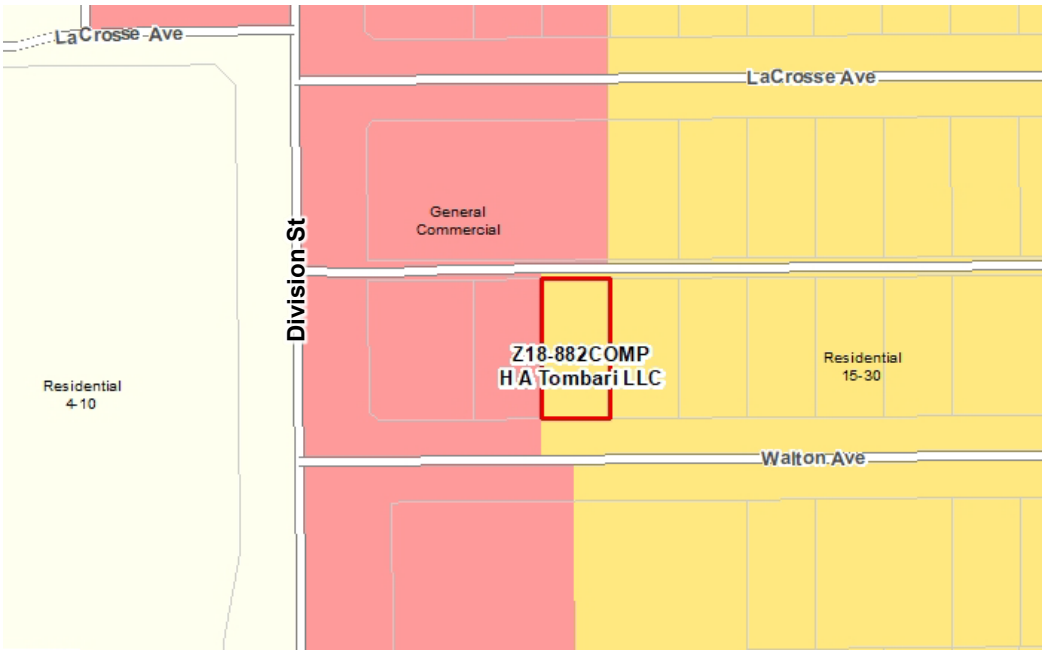
A. Site Description: The subject parcel (Tax Parcel 35052.2920) for the proposal contains approximately 5,100 square feet (0.12 acre), situated at 15 E Walton Ave. The site is presently vacant, but was formerly the site of a house built in 1942 and demolished in 2018. The property fronts the north side of East Walton Avenue, a local access street, and is also served at the rear by an unimproved alley. The applicant owns two adjacent parcels to the west.

The property is 125 feet east of the intersection of Walton Avenue and Division Street. The subject parcel shares a block with two retail buildings that face Division Street. Several single-family homes comprise the remainder of the block.

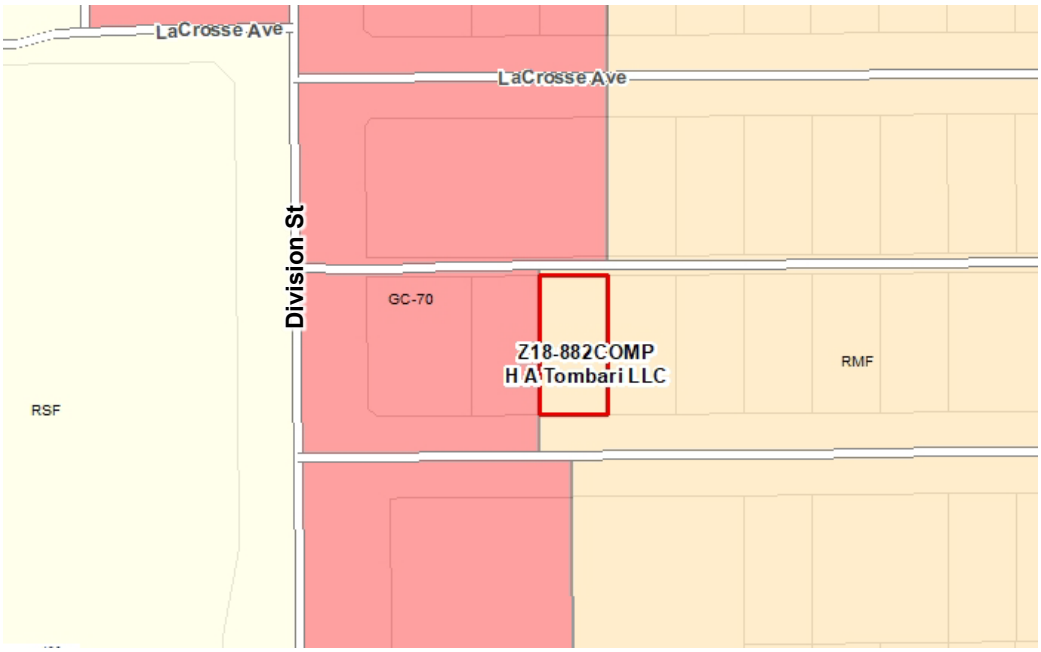
B. Proposal Description: Pursuant to the procedures provided in chapter 17G.060 Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the applicant is requesting a Comprehensive Plan Land Use Plan Map designation change from "Residential 15-30" to "General Commercial." If approved, the zoning would be changed from RMF (Residential Multifamily – 35 feet) to GC-70 (General Commercial – 70 feet). The proposed designation and zoning would match the applicant's property on the two adjacent parcels to the west. Although the applicant's project description indicates that the change in designation would better accommodate development standards for retail purposes on this parcel combined with that adjacent property, the applicant's proposal does not include any specific plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the

City's Unified Development Code, including without limitation, chapter 17D.010 SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Bold Red Outline



D. Existing Zoning Map with Subject Property in Bold Red Outline



E. Land Use History: The subject property was platted as Lot 15, Block 57 of the Lidgerwood Park Addition in 1889. While people built houses on the subject and neighboring lots, the former single-family dwelling on the subject site built in 1942

was sometimes also occupied for retail use, according to City permit records and County Assessor records. A previous property owner, Frank Duval, built an addition to the home for a portrait studio, following an associated zone change with an effective date of September 24, 1953.

By 1975, the subject property was zoned Multifamily Residence (R3), similar to the current designation adopted in 2006. Adjacent property to the west was zoned Community Business (B2) by 1975. On adjacent property to the north, the zoning changed from R3 to B2 in 1985, at the time of a restaurant expansion there. When the City adopted its Comprehensive Plan in 2001 under newly adopted requirements of the Growth Management Act, the site and properties on the block to the east were designated "Residential 15-30," consistent with the longstanding multifamily residential zoning of the property. Adjacent commercially zoned property north and west of the site was designated "General Commercial."

The applicant submitted an application for Comprehensive Plan amendment on this property in 2007, then withdrew the application in 2009 (File Z07-077-LU). As noted above, the house on this site was demolished in 2018.

F. Adjacent Land Uses and Improvements:

North: across alley	Split-designated General Commercial and Residential 15-30; restaurant parking lot (KFC/Long John Silver's)
South: across E Walton Ave	Split-designated General Commercial and Residential 15-30; Auto and RV sales and parking lot
East	Residential 15-30; Single-family residence
West	General Commercial; now vacant, adjacent to retail structure fronting on Division, formerly a service station, in same ownership with subject property

G. Street Designations: The subject property, 50 feet in width, lies 125 feet east of North Division Street, a State highway (US Routes 2 and 395). The Proposed Arterial Network Map TR 12, in Chapter 4 of the Comprehensive Plan, classifies Division Street as an **Urban Principal Arterial**. The property fronts on E Walton Ave, a local access street.

H. Application Process:

- Application was submitted on October 29, 2018.
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution (RES 2019-0011) on February 25, 2019;
- Applicant was provided Notice of Application on May 15, 2019;
- Notice of Application was posted, published, and mailed on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and mailed by August 28, 2019;
- Notice of Public Hearing was published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibit 5. One agency/city department comments was received regarding this application:

- City of Spokane, Development Services

Notice of this proposal was also sent to the Nevada Heights Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property and in the local library branch, and published in the Spokesman Review. No comments were received from property owners in the vicinity, or members of the public at large prior to the comment deadline.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.

2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section 17G.020.030 establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and nearby transit service and lies immediately adjacent to E Walton Ave, a local access street. Under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the city in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The area surrounding the subject site was part of the Nevada Lidgerwood Neighborhood Council before September 2016, when the Spokane City Council divided the northern and southern portions along Francis Ave. into two neighborhood councils—Shiloh Hills and Nevada Heights, respectively—under RES 2016-0074. Nevada Lidgerwood previously began a planning process in 2009, utilizing funding allocated by the City Council in 2007. In January, 2012, the City Council adopted RES 2012-0009, recognizing the *Nevada Lidgerwood Neighborhood Planning Phase 2 Needs Assessment and Action Plans* as a vision for future neighborhood-based improvement planning activities for the neighborhood. The

Action Plans focused on strategies to address four identified issue areas, including neighborhood communication; neighborhood identity; non-motorized travel safety; and traffic patterns, volume and speed. The plans did not identify any strategies relating to the future use or development of the subject parcel, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 1 of this report. Further discussion of Comprehensive Plan Policy LU 1.8 General Commercial Uses is included under the staff analysis of Criterion K.2 below.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations affects a relatively small (approximately 0.12-acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle.

The three map amendment proposals, including the subject proposal, are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three map amendment proposals is separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount.

Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application. A proposed new policy (LU 4.6, Transit Supported Development, File Z18-958COMP) would encourage mixed-use development and high density residential development in areas such as this in close proximity to Division Street, where high-performance transit facilities are planned. The other text amendment is a proposed amendment to existing Policy LU 1.8, General Commercial Uses (File Z19-002COMP). Policy LU 1.8 has been subject to previous interpretation in evaluation of Land Use Plan Map amendments in the 2017/2018 cycle under ORD C35690 and ORD C35689. However, any changes to land-use designations resulting from the pending policy change would be required in a future annual application cycle, with no Land Use Plan Map changes occurring concurrently with this application. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review

process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of an area totaling 0.12 acre, within a built-up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2. Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. […]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: Comprehensive Plan Policy LU 1.8, General Commercial Uses, sets forth the locational criteria for the General Commercial land-use designation. It provides, "Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors." With respect to appropriate location criteria, the discussion section of Policy LU 1.8 provides that "…site development standards should be adopted to minimize a detrimental impacts on the residential area." The text also describes locations near principal arterial streets and discourages further extension of existing commercial strips along arterials.

The proposal would expand the General Commercial designation eastward 50 feet from the existing General Commercial district along Division Street, to a total depth of about 175 feet from the edge of the nearby property directly adjacent Division Street, an urban principal arterial. This distance would match the existing depth from Division of the General Commercial district on the north half of this block, which was established prior to the 2001 adoption of the Comprehensive Plan, on the property across the alley from the subject site. As such, the proposal would conform to the depth already established on the adjacent property to the north.

With respect to size, the adjacent General Commercial district extends at varying depths more than two miles along Division both north and south of E Walton Ave. The proposed Land Use Plan Map change of 0.12 acre (5,100 square feet) represents an insignificant increase in the size of the existing General Commercial area.

The application refers several times to the proposed alignment with the current General Commercial boundary both north and south of the subject site, effectively containing the General Commercial area within the boundaries

occupied by existing business designations. In this explanation provided in the application and matching the existing General Commercial designation to the north, parallel with Division Street at a distance of 175 feet, the proponent has demonstrated the designation is in conformance with the appropriate location criteria identified in the Comprehensive Plan, and the application meets subsection (a).

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As described in the staff analysis under subsection (a) above, the neighboring General Commercial designation meets the locational characteristics adjacent to an arterial street, as set forth in Comprehensive Plan Policy LU 1.8. Application materials point out that the applicant owns the General Commercial designated properties to the west, forming a combined development area comprised of two parcels that fronts directly on Division Street. The materials maintain that the proposal would result in a small extension of the existing General Commercial properties, supporting redevelopment for a range of allowed uses because of the additional room for parking, circulation, and stormwater treatment. The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: The current Residential 15-30 Land Use Plan Map designation recognizes multifamily zoning that predates the City's 2001 Comprehensive Plan. Under the discussion of Policy LU 1.4 Higher Density Residential Uses, in locations outside Centers, the Comprehensive Plan applies this designation "where the existing use of land is predominately higher density residential." As described above in this report in III.E Land Use History, the site was developed as a single-family lot and portrait studio before its demolition in 2018. Adjacent properties on three sides of the subject parcel—to the north, west, and south—have been either partially or totally designated General Commercial for many years, while other nearby properties on the block remain developed as single-family homes, despite several decades of multifamily zoning. The proposal would align the eastern boundary of the General Commercial district with these existing business designations, consistent with the area surrounding the subject site. Regarding subarea plan implementation, as noted above in the staff analysis for Criterion E.1 Internal Consistency, above, no improvements to nearby facilities or use of the subject parcel are identified specifically in any subarea plan.

The application materials state that the extension of General Commercial designation to this site would enhance the usability of both the subject site and adjacent property designated General Commercial because it would bring the common ownership into one Land Use Plan Map designation. Assessor's records and the applicant's SEPA checklist show that the two adjacent GC-designated lots in common ownership are a combined 13,360 square feet (0.31 acre) in size. By making the subject site the same land-use designation, the proposal would increase the amount of this commonly owned and contiguous GC-designated area to a total of 18,460 square feet (0.42 acre). The application

materials maintain that rather than being developed independently as a Residential 15-30 site, the subject site "…is better served as a common development with the remaining GC designated ownership." The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RMF (Residential Multifamily) to GC-70 (General Commercial with 70-foot height limit). The GC-70 zone implements the "General Commercial" land use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment. The proposal meets this criterion.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section 17G.020.030.

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan for the subject property approximately 0.12 acre in size and located at 15 E Walton Ave (parcel 35052.2920).

IX. LIST OF EXHIBITS

1 Relevant Comprehensive Plan policies
2 Application Materials
3 SEPA CHECKLIST
4 SEPA Determination of Non-Significance
5 Department Comment – Development Services

EXHIBIT 1 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane Comprehensive Plan

Land Use Element

LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres. City of Spokane Comprehensive Plan 3-12

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools. The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated. The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program. In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

Z18-882COMP

Land Use Solutions & Entitlement

Land Use Planning Services
9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108 (V)

10-28-18

Tirrell Black, AICP
City of Spokane Planning Services
W 801 Spokane Falls Blvd, 3rd Floor
Spokane WA 99201

Ref: Jim Tombari Annual Map Amendment

Tirrell:

On behalf of Jim Tombari, please find its application for a Comprehensive Plan Amendment and rezone from R-15-30 to GC and RMF to GC-70. Specifically, enclosed are:

1) General Application
2) Early Threshold Review Supplement
3) Comprehensive Plan Annual Amendment Pre-Application
4) SEPA Checklist
5) Project Narrative
6) Site Plan
7) Summary of Neighborhood Council Outreach, and
8) $500.00 application fee.

Respectfully Submitted

Dwight J Hume, agent
Land Use Solutions and Entitlement

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City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:

A map amendment from Residential 15-30 to General Commercial and a corresponding zone change from RMF to GC-70.

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

15 E Walton

APPLICANT:

Name:	H A Tombari LLC		
Address:	2510 E 37th Avenue Spokane WA 99223		
Phone (home):		**Phone (work):**	838-5637
Email address:			

PROPERTY OWNER:

Name:	H A Tombari LLC		
Address:	2510 E 37th Avenue Spokane WA 99223		
Phone (home):		**Phone (work):**	same
Email address:			

AGENT:

Name:	Dwight Hume dba Land Use Solutions & Entitlement		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	509-435-3108
Email address:	dhume@spokane-landuse.com		

ASSESSOR'S PARCEL NUMBERS:

35052.2920

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LEGAL DESCRIPTION OF SITE:

Lot 15, Block 57 Lidgerwood Park

SIZE OF PROPERTY:

5100 sf. (.12 acres)

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Land Use Map Amendment and corresponding zone change

SUBMITTED BY:

Jim Tombari

☐ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Jim Tombari, owner of the above-described property do hereby authorize Dwight Hume to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 24 day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jim Tombari, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

DANIELLE CROTHERS
Notary Public
State of Washington
Commission # 201781
My Comm. Expires Aug 30, 2022

Danielle Crothers

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

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Early Threshold Review

H A Tombari Map Amendment

Description of Proposed Amendment: Land Use Map change from Res 15-30 to General Commercial and a zone change from RMF to GC-70 on .12 acres (5100sf) to be included in the common ownership of the adjacent westerly .31 acres of GC-70. The subject site is located at 15 E Walton Avenue.

SMC 17G.025.010

1. **Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.**

   The UDC allows for private sector request on individual ownerships, in-lieu-of a city-wide update to the comprehensive plan or a sub-area plan. Neither of these options are available, leaving the private sector request as the only reasonable option.

2. **The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.**

   As stated above, neither a Citywide update nor a sub-area plan are available to this area and request.

3. **The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program**.

   The request is for one platted lot of 5100 sf to be added to the applicant's current GC ownership. No significant workload is created by this request.

4. **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.**

   The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. The subject

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property is part of a common ownership split between the GC-70 and RMF zones. Moreover, the commercial uses both north and south of the subject extend easterly of the proposed change. The requested amendment is therefore, consistent with the adjaoent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate any potential commercial use of the common site.

The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.

The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane. It also adjoins a significant designation of Residential 15-30 that extends to Mayfair and runs North to Wellesley and South to a point 3 blocks south of Bridgeport.

The proposed change is consistent with the following goals of the Comprehensive Plan:

Land Use 1.8

The intent of LU 1.8 is to contain existing commercial designations within existing boundaries and yet in this case, the intent fails to recognize common ownerships which existed at the time of adopting the plan and left a portion of the ownership in another zone. Moreover, it fails to create a uniform depth along the same arterial of Division Street and allows adjacent retail uses and zones to extend farther than what is asked for in this amendment. Even LU 1.5 prescribes a uniform depth to create some consistency for adjacent uses. This request would even up the line or depth to approximate the depth of zoning immediately south of the subject site and not extend beyond that depth. In recent decisions, the Planning Commission ignored the literal requirements of the policy language of LU 1.8 but adhered to the intent of containing the designation, thus allowing uniformity of zoning and better compatibility.

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Land Use 1.12
The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.

Land Use 3.1
The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.

Land Use 5.3
The Off -Site impacts are mitigated by the development standards of the city and the subject property is adjacent to future medium density apartment uses not single-family. This further ensures compatibility and includes on-site parking within the same commercial zone rather than a special permit within a residential zone as is the case adjacent on the KFC property.

Transportation 3.1
Transportation and development patterns are important to support desired land uses. In this instance, all of the block from existing GC designated and zoned property, easterly to the end of the block at Mayfair, is now zoned for medium density residential use. Therefore, the availability of retail services within walking distance supports that future use. As stated before, this adjustment ensures a future retail use with adequate space for on site parking etc.

Economic Development Goal 3
The proposed map change is consistent with this goal because it allows a reasonably sized GC site for retail services adjacent to a future medium density residential area, thus fostering a range of business and employment opportunities.

Economic Development Goal 6
The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.

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5. **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.** N/A, the proposal has not been submitted in the past.

6. **If this change is directed by state law or a decision of a court or administrative agency, please describe.** N/A

End of Form

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Comprehensive Plan or Land Use Code Amendment

Pre-Application

Rev 20180102

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DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es)

☐ Comprehensive Plan Text Change
☐ Regulatory Code Text Change
x Land Use Designation Change
☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.
A map amendment from Residential 15-30 to General Commercial and a corresponding zone change from RMF to GC-70

b. Why do you feel this change is needed?
The remainder of the applicant's property is GC and the subject parcel is needed to provide sufficient parking for the aforementioned GC portion and commercial use.

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
The subject lot is flanked by GC zoning and use. KFC is located to the north of the subject and has parking by special permit directly north and northeast of the subject parcel. A GC zoned parcel exist south of the subject and is currently leased for RV sales. This would make the applicant's parcel the same depth as the parcel to the south for GC zoning and would not significantly sacrifice RMF zoning remaining to the east. (5100 sf).

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? N/A

e. For map amendments:
1. What is the current Land Use designation and zoning for each affected parcel? *Res 15-30*
2. What is the requested Land Use designation and zoning for each affected parcel? *GC-70*
3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.
North: KFC Fast Food; South: RV Sales Lot; West: Vacant Commercial; East: Residential SF

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? *Unknown*

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There are no pending sub-area plans for this property. A private sector annual map amendment is the most efficient option that enables the subject property to become part of a normal sized commercial site in

this vicinity.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
☐ Yes X No

i. If yes, please answer the following questions:
1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

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Project Narrative Summary

Jim Tombari Map Amendment

Jim Tombari request a map amendment from R 15-30 to GC and a corresponding zone change from RMH to GC-70 to match the remaining property located adjacent and west of the subject property. The subject property is located at 15 E Walton Avenue and is 5100 sf or .12 acre in size. If approved, it would be combined with the westerly common ownership and consist of a total of 18460 sf or .42 acres.

The subject property was recently cleared of a dwelling unit because the rental market of this location was not cost effective to sustain the use. Now it is cleared and leveled for future expansion of the GC-70 zone that Mr. Tombari has on the remainder.

It is also important to note that the inclusion of this lot into the GC-70 zone does not extend as far as the adjoining northerly improvement for KFC, which includes a previous special permit for associated parking for the KFC. In other words, this extension easterly of the GC designation is insignificant and approximates what has been granted for commercial use both north and south of the subject property.

Finally, it is worth mentioning that the removal of 5200 sf of RMF zoning is insignificant to the amount of RMF zoning remaining after the change. In fact, a close inspection of the common zoning boundary between GC and RMF shows the subject property as a westerly extension of 5200 sf and virtually unusable to the remaining RMF.

The revision cleans up a zoning border and enhances the GC zone for a better accommodation of retail use next to RMF.

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dhume@spokane-landuse.com

From:	dhume@spokane-landuse.com
Sent:	Monday, October 29, 2018 10:38 AM
To:	'nevadaheightsnc@gmail.com'
Subject:	Proposed Annual Amendments attached
Attachments:	Francis Nevada Partnership General Application.doc; Jim Tombari General Application 15 E Walton.doc

Mindy Muglia, Chair: I am sending you this email to advise you of two proposed map amendments being filed with the City of Spokane. I represent two separate clients located within your neighborhood boundaries, one located at the NE corner of Walton and Division across from Clarke Park and the other located at the NE corner of Decatur and Nevada. I have attached the General Application for further information. The City requires that we meet to discuss the details of the proposals and I would be available for your December 12th meeting. Unfortunately I have a conflict for the November 14 meeting. Please advise if the December date is available, or if we in fact have to schedule it for your January meeting due to the holiday schedules.

I am available by phone or email.

Regards

Dwight J Hume
Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

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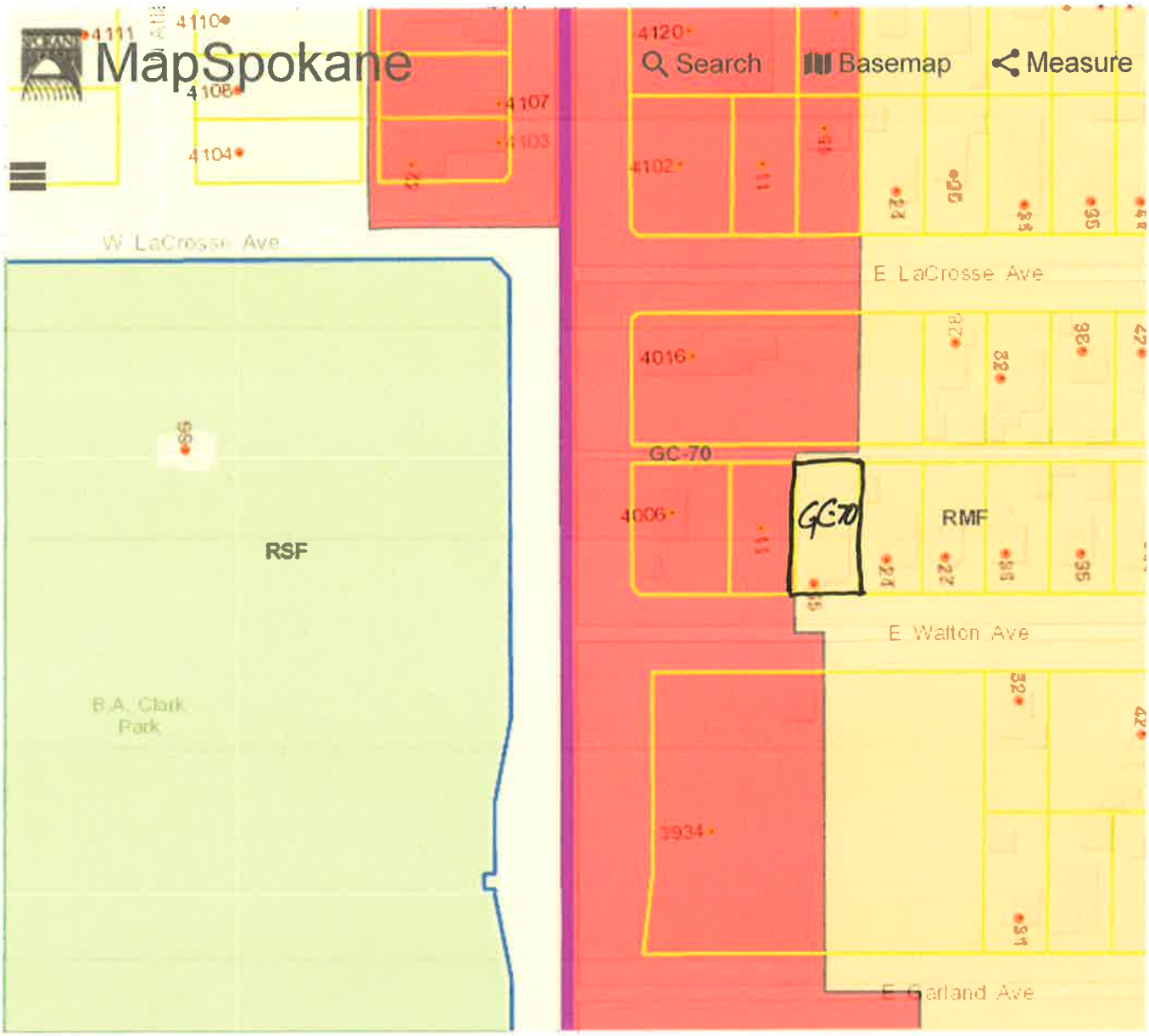

PROPOSED ZONE GC-70

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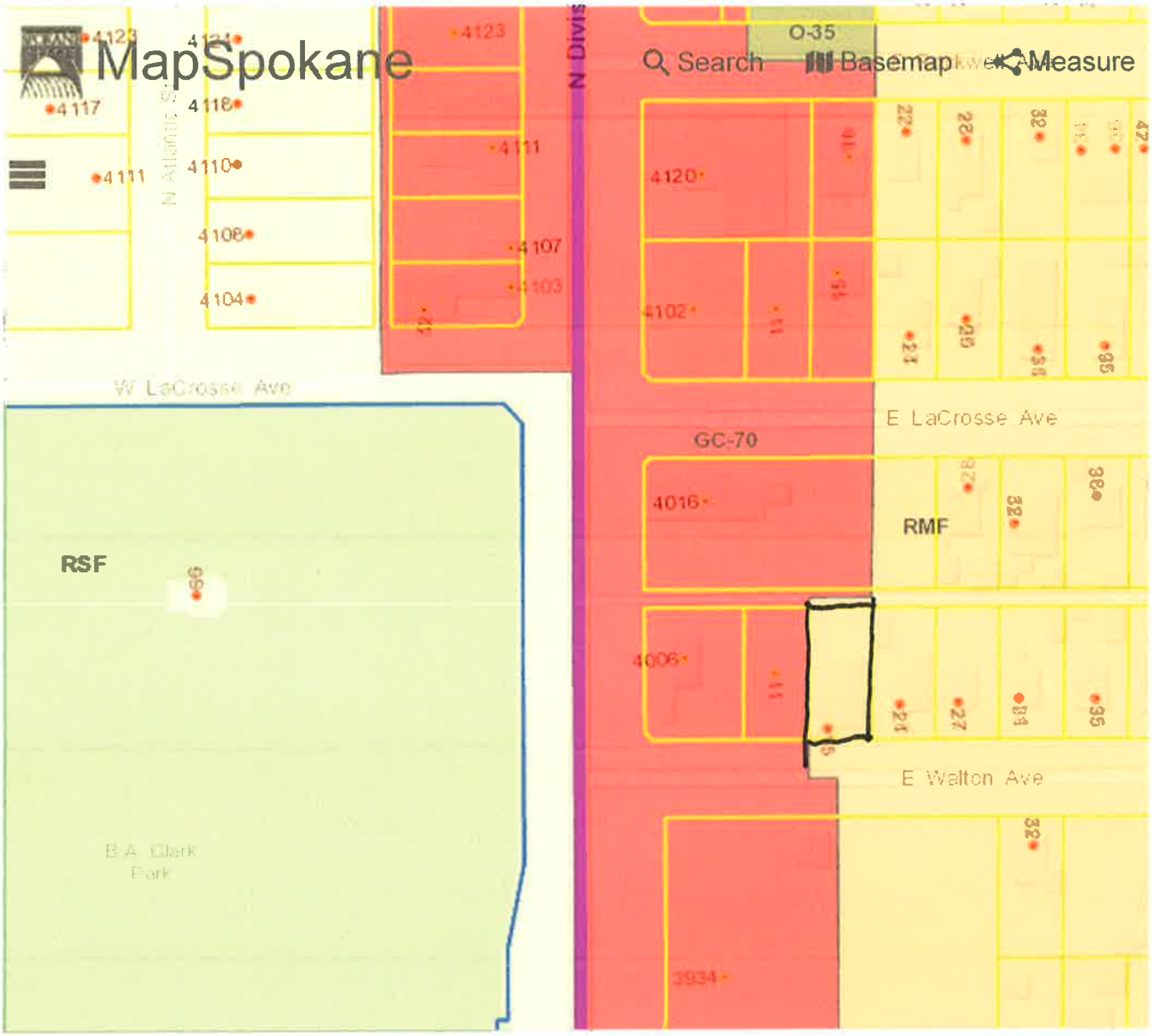
0 50 100ft

Map Use Disclaimer



EXISTING ZONE

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0 50 100ft

Map Use Disclaimer

Comprehensive Plan Amendments

Full Review

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Z18-882COMP (Tombari)

Full Review & Fees for Applications approved for Annual Amendment Work Program:

This "Full Review" application and full payment of fees is required to be completed and filed with City of Spokane within 15 days of council action by all applicants when proposals have been added to the "Annual Comprehensive Plan Amendment Work Program" by City Council Resolution.

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your applications chances of being reviewed during this amendment cycle. Answers to these questions will assist in review of the criteria in SMC 17G.020.030.

1. Describe the nature of the proposed amendment and explain if there is any change from the early threshold review application. *A map change of category from Residential 15-30 to General Commercial. This brings the remaining 5100 sf of the applicant's ownership into the adjoining General Commercial category, thus making the site more spacious and attractive to use while not encroaching any further than the adjacent GC designation.*

2. How will the proposed change provide a substantial benefit to the public? *The property is only 5100 sf in size. It's current zone of RMF would accommodate 3.5 units of density if included in other adjacent RMF property. As a stand-alone parcel, it cannot be used due to size, shape and development requirements for that zone. In contrast, the same square footage can improve the usability of existing GC-70 zoning owned by the applicant and become a better tax revenue for the city.*

3. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.*The proposal is consistent with the intent of the adopted land use plan in so far as the current GC designation extends to the same boundary as the proposed request. Clearly, there was no intent to carve this lot out of the GC designation and render it useless as stated above.*

4. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies.*The proposal is consistent with GMA and other applicable state and federal guidelines.*

5. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with CWPP and existing adopted land use policies.*

6. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? Are there other infrastructure implications that may be relevant given the review criteria in SMC 17G.020.030(C)? *No*

7. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. *No*

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Project Description

Z18-882COMP Tombari

This is a map amendment request to incorporate the remainder of the applicant's ownership into the General Commercial category and a zone change from RMF to GC-70 identical to the rest of the ownership.

The subject property is located at E 15 Walton and was formerly a single-family rental house. Due to the condition of the house and the neighborhood, it was no longer cost effective to continue that use. Consequently, the applicant/owner removed the structure and is now seeking to include the property with his adjacent GC-70 property.

This would enhance the usability of the current GC-70 property by adding an additional 5100 sf and better accommodate all development standards for retail purposes.

As stated throughout the application, the inclusion of this parcel is consistent with the current commercial designations adjacent and does not expand beyond the current intended depth from Division of other GC property.

End of Description

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Section 17G.020.030
Final Review Criteria

Z18-882COMP (HA Tombari LLC)

A. Regulatory Changes.
Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.

B. GMA.
The change must be consistent with the goals and purposes of the state Growth Management Act.

The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.

C. Financing.
In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.

D. Funding Shortfall.
If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

No impacts will occur to require a shortfall to service levels from this proposed amendment.

E. Internal Consistency.

1).The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For

example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

The proposed expansion of the existing General Commercial designation is inconsequential to the internal and applicable plans and programs of the City of Spokane.

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Not Applicable

F. Regional Consistency.
All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

The expansion of the existing GC designation is not consequential to Regional Consistency.

G. Cumulative Effect.
All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.
In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

The proposed amendment has no accumulative impacts

2) Grouping.
Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

This proposal has no effects on land use type or geographic area.

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H. SEPA.
SEPA review must be completed on all amendment proposals and is described in chapter 17E.050

1. Grouping.
When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

The applicant is unaware of other pending applications. Notwithstanding, this expansion of an existing GC designation has insignificant cumulative impacts

2. DS.
If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities
The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

The proposal has no impacts upon citywide services.

J. UGA.
Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.
Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

The subject site extends the land use category 50' easterly in alignment with the current GC border located both north and south of the proposal, rendering it consistent.

b. The map amendment or site is suitable for the proposed designation;

The applicant owns the westerly GC designated property out to Division Street. The current designation of the subject is Residential 15-30 and is only 5100 sf in size. As an RMF zoned site, it only generates 3.5 units of multi-family if combined with other adjacent RMF property. As an independent site, it is unusable for apartments due to other parking and development requirements. Accordingly, it is better served as a common development with the remaining GC designated ownership.

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

As stated above, the site is more usable for commercial purposes since it can be combined with the applicants adjacent GC-70 property, thereby expanding that site into a more usable size.

2) Rezones Land Use Plan Map Amendments

The extension of the existing GC-70 zone does not impact other areas or zones citywide.

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Environmental Checklist

File No. Z18-882COMP

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.

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A. BACKGROUND

1. Name of proposed project, if applicable: **Non-project action**

2. Name of applicant: **H A Tombari LLC**

3. Address and phone number of applicant or contact person: **Dwight Hume, agent; 9101 N Mt. View Lane Spokane WA 99218 509-435-3108**

4. Date checklist prepared: **October, 2018**

5. Agency requesting checklist: **Planning Services**

6. Proposed timing or schedule (including phasing, if applicable): **N/A**

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **Yes, if approved, it will become part of the adjacent westerly GC-70 zone.**

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. **As stated above, the applicant owns the adjacent 13360 sf.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.**Unknown**

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. **No**

10. List any government approvals or permits that will be needed for your proposal, if known. **Map and zone change; building permit, landscape plan approval; storm drainage plan approval.**

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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. **Non-project action. To be determined at time of building permit.**

12. Location of the proposal. Give sufficient information to 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 required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **Approximately 150' east of Division on the north side of Walton Avenue in the vicinity of Clark Park.**

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.) **City of Spokane**

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).
    Non-project action. To be determined at time of building permit.

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(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?
Non-project action. To be determined at time of building permit.

(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.
Non-project action. To be determined at time of building permit.

(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?
Non-project action. To be determined at time of building permit.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?
Unknown

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts?
Non-project action. To be determined at time of building permit.

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

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1. Earth

a. General description of the site (circle one): ***flat,*** *rolling, hilly, steep slopes, mountains, other*:

b. What is the steepest slope on the site (approximate percent slope)? **N/A**

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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 prime farmland. **Non-project action. To be determined at time of building permit.**

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **No**

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: **Non-project action. To be determined at time of building permit.**

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. **Unlikely**

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project action. To be determined at time of building permit.**

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: **Non-project action. To be determined at time of building permit.**

2. Air

a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. **Non-project action. To be determined at time of building permit.**

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. **No**

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c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Non-project action. To be determined at time of building permit.

3. Water

a. SURFACE:

(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.
No

(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.
No

(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.
N/A

(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
No

(5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.
No

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(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.
Non-project action. To be determined at time of building permit.

b. GROUND:

(1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
Non-project action. To be determined at time of building permit.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.
Non-project action. To be determined at time of building permit.

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.
Non-project action. To be determined at time of building permit.

(2) Could waste materials enter ground or surface waters? If so, generally describe.
Non-project action. To be determined at time of building permit.

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d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.
Non-project action. To be determined at time of building permit. _____

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4. Plants

a. Check or circle type of vegetation found on the site:

_____ Deciduous tree: *alder, maple, aspen, other.*

_____ Evergreen tree: *fir, cedar, pine, other.*

_____ Shrubs

_____ **Grass**

_____ Pasture

_____ Crop or grain

_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

_____ Water plants: *water lilly, eelgrass, milfoil, other.*

_____ Other types of vegetation.

b. What kind and amount of vegetation will be removed or altered? **Non-project action. To be determined at time of building permit.** _____

c. List threatened or endangered species known to be on or near the site. **Unknown** _____

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: **Non-project action. To be determined at time of building permit.** _____

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5. Animals

a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle,* ***songbirds,*** *other:* _____
mammals: *deer, bear, elk, beaver, other:* _____
fish: *bass, salmon, trout, herring, shellfish, other:* _____
other: _____

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b. List any threatened or endangered species known to be on or near the site.
None

c. Is the site part of a migration route? If so, explain. **No**

d. Proposed measures to preserve or enhance wildlife, if any:
None

6. Energy and natural resources

a. What kinds or energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **Non-project action. To be determined at time of building permit.**

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. **No**

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:
Non-project action. To be determined at time of building permit.

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. **Non-project action. To be determined at time of building permit.**

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(1) Describe special emergency services that might be required.
Non-project action. To be determined at time of building permit.

(2) Proposed measures to reduce or control environmental health hazards, if any:
Non-project action. To be determined at time of building permit.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Division St Traffic

(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.
Short Term: Construction
Long Term: Customer traffic and delivery

(3) Proposed measure to reduce or control noise impacts, if any:
None anticipated

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?
Site: Vacant; West Retail; North: Retail; South: Retail; East Residential

b. Has the site been used for agriculture? If so, describe. **No**

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c. Describe any structures on the site. **None**

d. Will any structures be demolished? If so, which? **The house has been removed**

e. What is the current zoning classification of the site? **RMH**

f. What is the current comprehensive plan designation of the site? **Res 15-30**

g. If applicable, what is the current shoreline master program designation of the site?
N/A

h. Has any part of the site been classified as a critical area? If so, specify. **No**

i. Approximately how many people would reside or work in the completed project?
Non-project action. To be determined at time of building permit.

j. Approximately how many people would the completed project displace? **None**

k. Proposed measures to avoid or reduce displacement impacts, if any: **None**

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l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **Compliance with applicable development regulations**

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9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. **N/A**

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **None**

c. Proposed measures to reduce or control housing impacts, if any: **None**

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? **Non-project action. To be determined at time of building permit.**

b. What views in the immediate vicinity would be altered or obstructed? **None**

c. Proposed measures to reduce or control aesthetic impacts, if any: **Non-project action. To be determined at time of building permit.**

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11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Outdoor lighting**

b. Could light or glare from the finished project be a safety hazard or interfere with views? **No**

c. What existing off-site sources of light or glare may affect your proposal? **None**

d. Proposed measures to reduce or control light and glare impacts, if any: **Downcast of outdoor lights**

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12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? **Clarke Park across Division from the subject ownership and Byrnes Park one block east.**

b. Would the proposed project displace any existing recreational uses? If so, describe. **No**

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None**

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13. Historic and cultural preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. **No**

b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
N/A

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c. Proposed measures to reduce or control impacts, if any:
None

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **Division St and Walton**

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **Yes**

c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-project action. To be determined at time of building permit.**

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**

e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.
No

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f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project action. To be determined at time of building permit.**

(Note: to assist in review and if known indicate vehicle trips during PM peak,
AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: **Non-project action. To be determined at time of building permit.**

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15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **Non-project action. To be determined at time of building permit.**

b. Proposed measures to reduce or control direct impacts on public services, if any: **Non-project action. To be determined at time of building permit.**

16. Utilities

a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer,*** *septic system, other:*

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. **Non-project action. To be determined at time of building permit.**

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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: 10/29/18 Signature: D Hume

Please Print or Type:

Proponent: **Dwight Hume agent** Address: **9101 N Mt. View Lane**

Phone: **509-435-3108** **Spokane WA 99218**

Person completing form (if different from proponent): **Same as above** Address: _____

Phone: _____ _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

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.

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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?
   Non-project action. To be determined at time of building permit.

   Proposed measures to avoid or reduce such increases are:
   Non-project action. To be determined at time of building permit.

2. How would the proposal be likely to affect plants, animals, fish or marine life?
   Non-project action. To be determined at time of building permit.

   Proposed measures to protect or conserve plants, animals, fish or marine life are:
   Non-project action. To be determined at time of building permit.

3. How would the proposal be likely to deplete energy or natural resources?
   Non-project action. To be determined at time of building permit.

   Proposed measures to protect or conserve energy and natural resources are:
   Non-project action. To be determined at time of building permit.

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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?
None, no impacts

Proposed measures to protect such resources or to avoid or reduce impacts are:
None

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?
It should enable a retail site to be better used next to RMH zoned property

Proposed measures to avoid or reduce shoreline and land use impacts are:
Compliance with applicable development standards.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
Non-project action. To be determined at time of building permit.

Proposed measures to reduce or respond to such demand(s) are:
Non-project action. To be determined at time of building permit.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.
N/A

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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: 10/29/18 Signature: D J Hume

Please Print or Type:

Proponent: **Dwight Hume** Address: **9101 N Mt. View Lane**

Phone: **509-435-3108** **Spokane WA 99218**

Person completing form (if different from proponent): **SAME AS ABOVE**

Address:

Phone:

FOR STAFF USE ONLY

Staff member(s) reviewing checklist:

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.

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-882COMP

PROPONENT: H A Tombari, LLC (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: This proposal is to change parcel 35052.2920 from "Residential 15-30 Land Use" and RMF zoning to "General Commercial Land Use" and GC-70 zoning (same as adjacent parcel to the west and north). The subject parcel is approximately 5,100 square feet (0.12 acre). No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:
The subject site is one parcel located on the north side of East Walton Avenue, approximately 150 feet east of Division Street (15 E Walton Ave / parcel 35052.2920). The concerned property totals approximately 5,100 square feet (0.12 acre).

Legal Description: Lot 15, Block 57, Lidgerwood Park Addition in the City of Spokane, County of Spokane, Washington State.

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 regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

****

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019 **Signature:**

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this 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.
****

From:	Johnson, Erik D.
To:	Gwinn, Nathan
Subject:	RE: Z18-884COMP 4502-4508 N Madison St
Date:	Wednesday, May 1, 2019 8:03:18 AM
Attachments:	image002.png image003.png image004.png

No issues for Engineering on these.

From: Eliason, Joelie <jeliason@spokanecity.org>
Sent: Tuesday, April 30, 2019 7:48 AM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Cc: Johnson, Erik D. <edjohnson@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Thank you, Nathan.
Erik is reviewing those two.

Joelie Eliason | City of Spokane | Engineering Technician IV Development Services Center
509.625-6385 | *fax* 509.625.6822 jeliason@spokanecity.org | spokanecity.org

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From: Gwinn, Nathan <ngwinn@spokanecity.org>
Sent: Monday, April 29, 2019 2:13 PM
To: Eliason, Joelie <jeliason@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Hi Joelie,

Thank you for sending the comments. In order to provide similar documentation, would your department want to provide any comments on the other two proposed map amendments this year, Z18-882COMP and Z18-883COMP?

For reference, I attached the agency requests for comments for those applications.

Thank you,

Nathan Gwinn | Assistant Planner | Planning & Development

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Eliason, Joelie <jeliason@spokanecity.org>
Sent: Wednesday, April 24, 2019 8:38 AM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Cc: Becker, Kris <kbecker@spokanecity.org>; Nilsson, Mike <mnilsson@spokanecity.org>; Brown, Eldon <ebrown@spokanecity.org>; Kells, Patty <pkells@spokanecity.org>
Subject: Z18-884COMP 4502-4508 N Madison St

Nathan,
Please see the attached comments regarding Z18-884COMP.

Thank you,
Joelie Eliason

Joelie Eliason | City of Spokane | Engineering Technician IV Development Services Center
509.625-6385 | 808 W Spokane Falls Blvd, Spokane, WA 99201 | jeliason@spokanecity.org | my.spokanecity.org

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Exhibit A: Proposed Land Use Designation

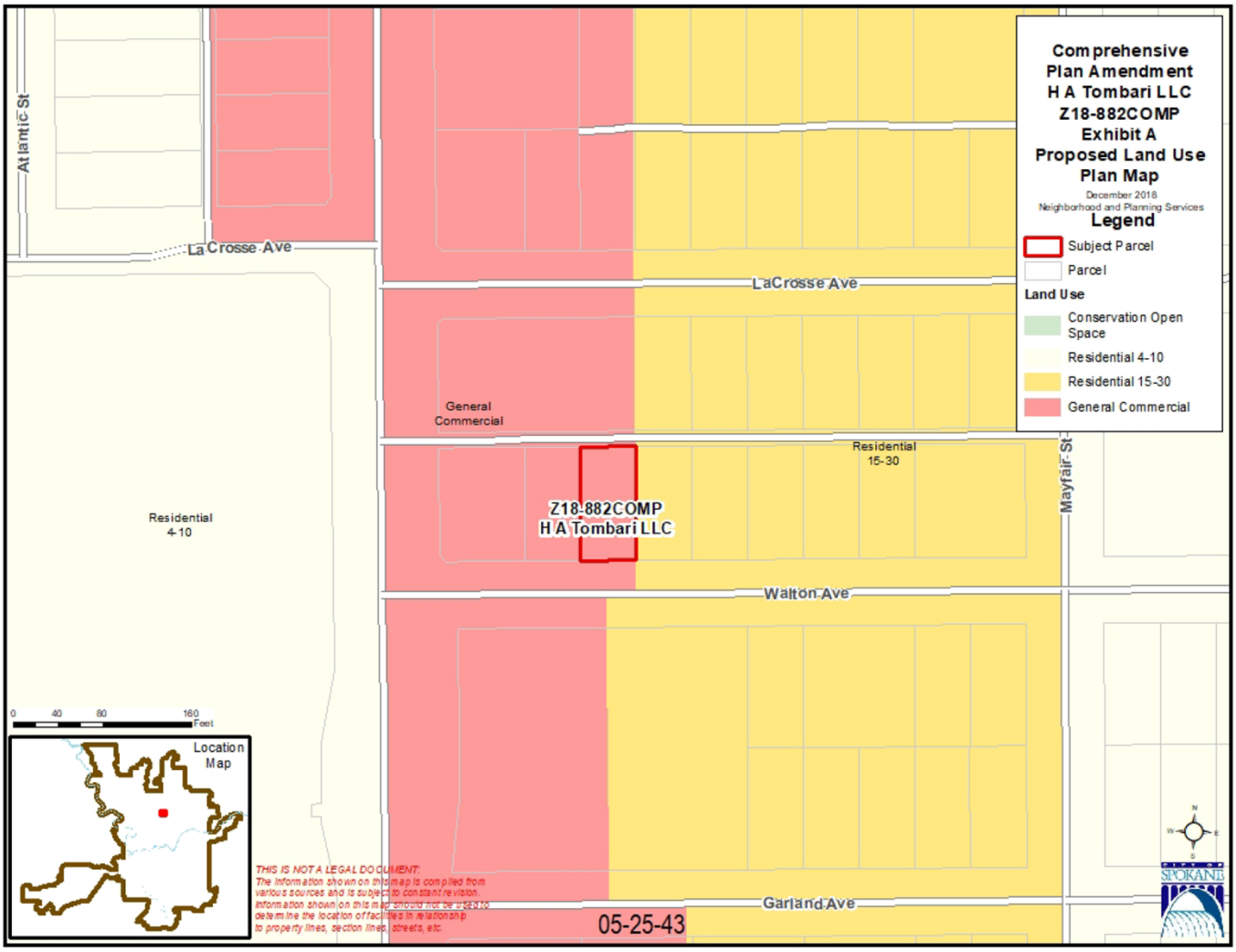
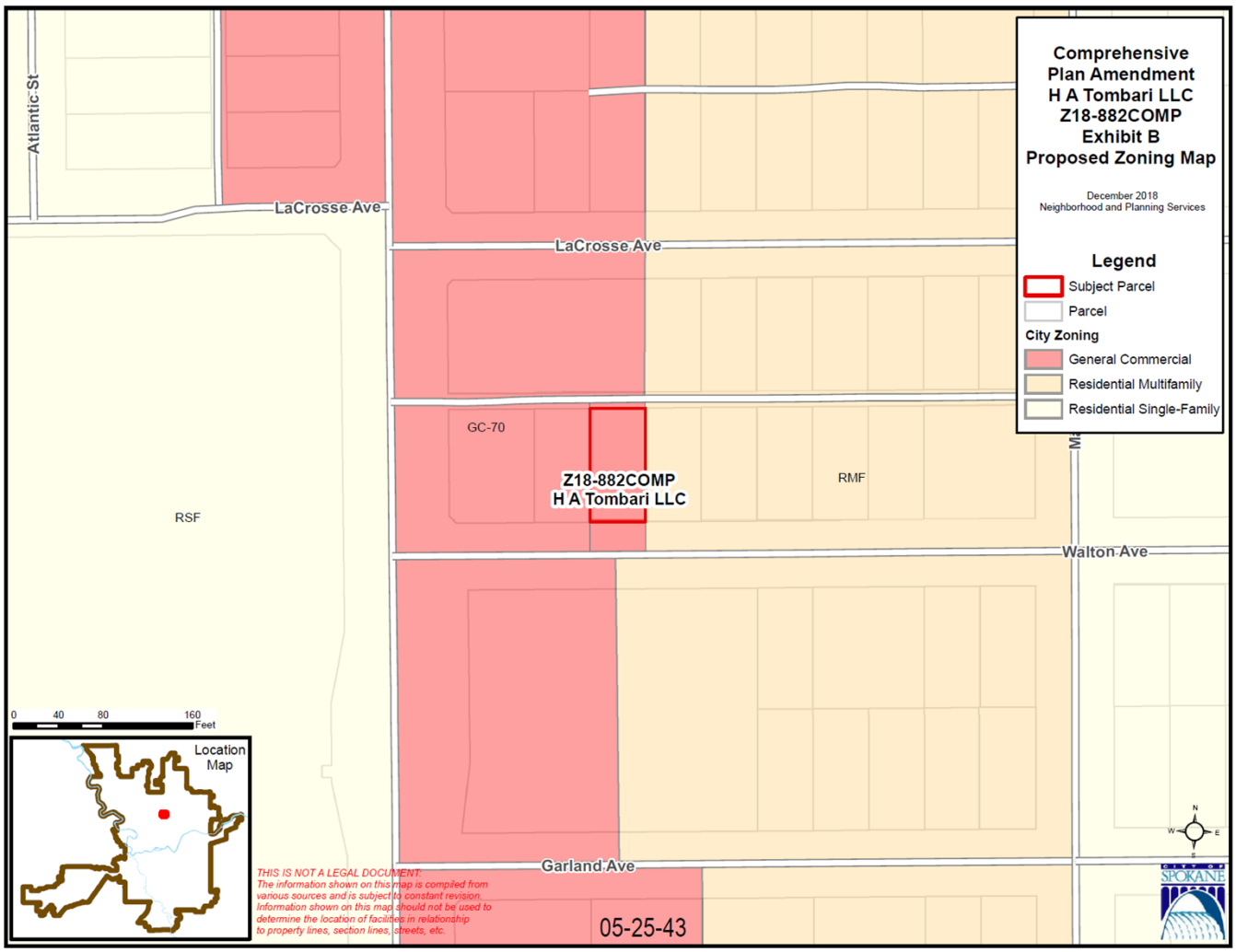


Exhibit B: Proposed Zoning Designation



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Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use

Plan Map Amendment File No. Z18-882COMP (HA TOMBARI LLC)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 15-30" to "General Commercial" for a 0.12 acre area located at 15 East Walton Avenue. The implementing zoning designation requested is to change to General Commercial with 70-foot height limit (GC-70).

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z18-882COMP (the "Application") was submitted in a timely manner for review during the City's 2018/2019 amendment cycle.

D. The Application seeks to amend the land use designation for a 0.12-acre area located near Division Street at 15 East Walton Avenue from "Residential 15-30" to "General Commercial" with a corresponding change in zoning from Residential Multifamily (RMF) to General Commercial with a 70-foot height limit (GC-70). The owner of the Property also owns the two parcels immediately to the west of the Property resulting in common ownership holding that spans the area between the Property and Division Street.

E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

F. On January 15, 2019, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.

G. On February 25, 2019, the City Council adopted Resolution RES 2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.

H. Thereafter, on April 5, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.

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I. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60-day public comment period. The City did not receive any negative comments regarding the Application.

J. On June 6, 2019, the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

K. On June 12, 2019, the Spokane City Plan Commission held a workshop to study the Application.

L. On August 27, 2019, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 10, 2019. No comments on the SEPA determination were received.

M. On August 29, 2019, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

N. On August 28 and September 4, 2019, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.

O. On August 28, 2019, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property.

P. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the application.

Q. On September 11, 2019, the Plan Commission held a public hearing on the Application, and concluded its deliberations.

R. Nobody testified in opposition to the Application and the City did not receive any adverse comments from the public or otherwise regarding the Application.

S. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

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T. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

U. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .
>
> Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

V. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.8 concerning the establishment of General Commercial land uses in the City and that the subject property is within the 250-foot extension limit described in that policy.

W. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z18-882COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2019 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant

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six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z18-882COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of HA Tombari LLC to change the land use plan designation on 0.12 acre of land from "Residential 15-30" to "General Commercial" with a corresponding change of the implementing zoning to GC (General Commercial), as based upon the above listed findings and conclusions, by a vote of 7 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorized the President to prepare and sign on the Commission's behalf a written decision

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setting forth the Commission's findings, conclusions, and recommendation on the Application.

DocuSigned by:
Gregory F Francis
DF6D3C2836764CA...

Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission

Agenda Sheet for City Council Meeting of: 11/11/2019		**Date Rec'd**	10/28/2019
		Clerk's File #	ORD C35839
		Renews #	
Submitting Dept	PLANNING	**Cross Ref #**	
Contact Name/Phone	KEVIN 625-6184	**Project #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 – LAND USE PLAN MAP AMENDMENT – SHERMAN ST		

Agenda Wording

An Ordinance relating to application Z18-883COMP by Acceleration Physical Therapy amending the Comprehensive Plan Land Use Plan Map from Residential 15-30 to Office for 0.29 acres and a change to the Zoning Map from RMF to 0-35.

Summary (Background)

The subject properties are legally described as Lots 1 and 2 of the Subdivision of Lot 5 of GH Morgan's Addition. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	10/10/19
Division Director	DUVALL, MEGAN	**Other**	
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ngwinn@spokanecity.org	
Additional Approvals		dhume@spokane-landuse.com	
Purchasing		jrichman@spokanecity.org	
		sbishop@spokanecity.org	
		htrautman@spokanecity.org	
		tsanders@spokanecity.org	

ORDINANCE NO. C35839

AN ORDINANCE RELATING TO APPLICATION PLANNING FILE Z18-883COMP AND AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "OFFICE" FOR APPROXIMATELY 0.29 ACRES DESCRIBED AS LOTS 1 AND 2 OF THE SUBDIVISION OF LOT 5 OF GH MORGAN'S ADDITION AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY (RMF)" TO "OFFICE (O-35)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z18-883COMP was timely submitted to the City for consideration during the City's 2018/2019 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-883COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for 0.29 acres. If approved, the implementing zoning designation requested is "Office (O-35)"; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on July 10, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 27, 2019 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 28, 2019; and

WHEREAS, the staff report for Application Z18-883COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-883COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-883COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 6 to 1 to recommend approval of Application Z18-883COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-883COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 15-30" to "Office" for 0.29 acres, as shown in Exhibit A.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Multifamily (RMF)" to "Office (O-35)" as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____

Council President

Attest:

Approved as to form:

_____

City Clerk

_____

Assistant City Attorney

_____

Mayor

_____

Date

_____

Effective Date

STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
0.29 acre at 701 and 707 South Sherman Street; File Z18-883COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

Change parcels 35203.0101 and 35203.0102 from "Residential 15-30 Land Use" and RMF zoning to "Office Land Use" and O-35 zoning (same as adjacent parcel to the north). The subject parcels are approximately 13,000 square feet (0.29 acre) total. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	David Jeter, MPT, COMT, Acceleration Physical Therapy/Carl Upton and Patricia Upton aka Patricia Reilly
Location of Proposal:	The subject site is two parcels located on the southeast corner of South Sherman Street and East Hartson Avenue, (701 and 707 S Sherman St / parcels 35203.0101 and 35203.0102). The concerned property totals approx. 13,000 square feet (0.29 acre).
Legal Description:	Lots 1 and 2 of Subdivision of Lot 5, GH Morgan's Addition
Existing Land Use Plan Designation:	"Residential 15-30"
Proposed Land Use Plan Designation:	"Office"
Existing Zoning:	RMF (Residential Multifamily)
Proposed Zoning:	O-35 (Office with 35-foot height limit)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Nathan Gwinn, Assistant Planner; ngwinn@spokanecity.org
Recommendation:	Approve, if the Plan Commission finds the application conforms with appropriate location criteria

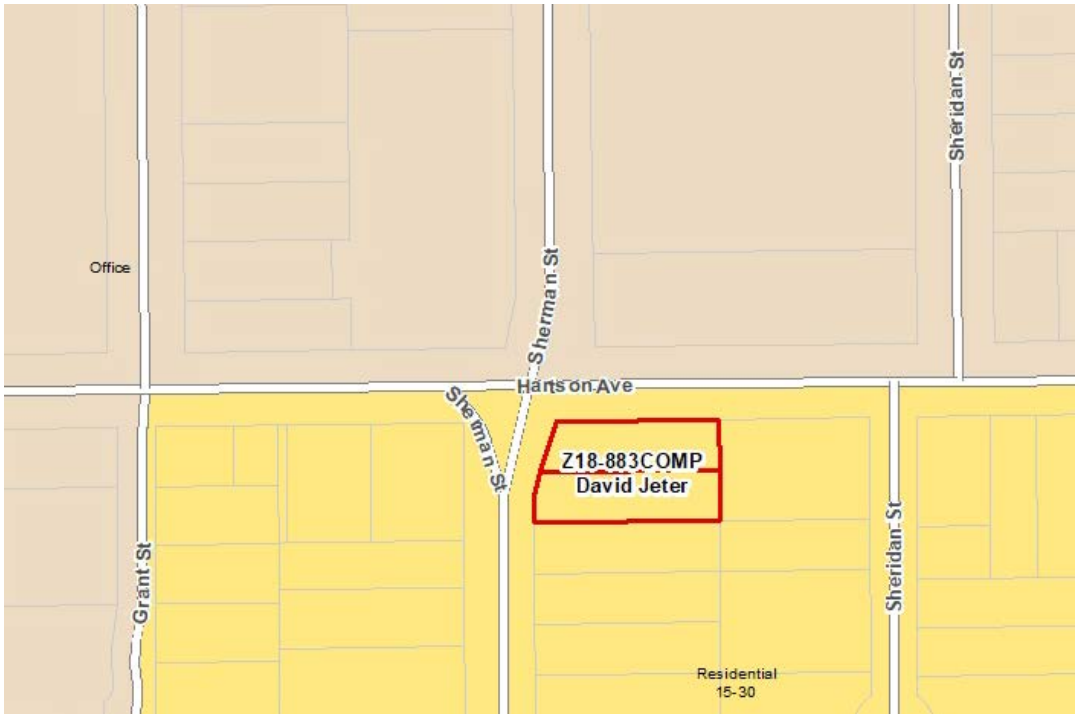
III. BACKGROUND INFORMATION

A. Site Description: The subject parcels (tax parcels 35203.0101 and 35203.0102) for the proposal contain approximately 13,000 square feet (0.29 acre), situated at 701 & 707 S Sherman St. The site is improved with a single-family dwelling built in 1895 on the southern lot. Situated at the southeast corner of S Sherman St and E Hartson Ave, the property fronts the east side of Sherman, a minor arterial, and the south side of Hartson, a local access street.

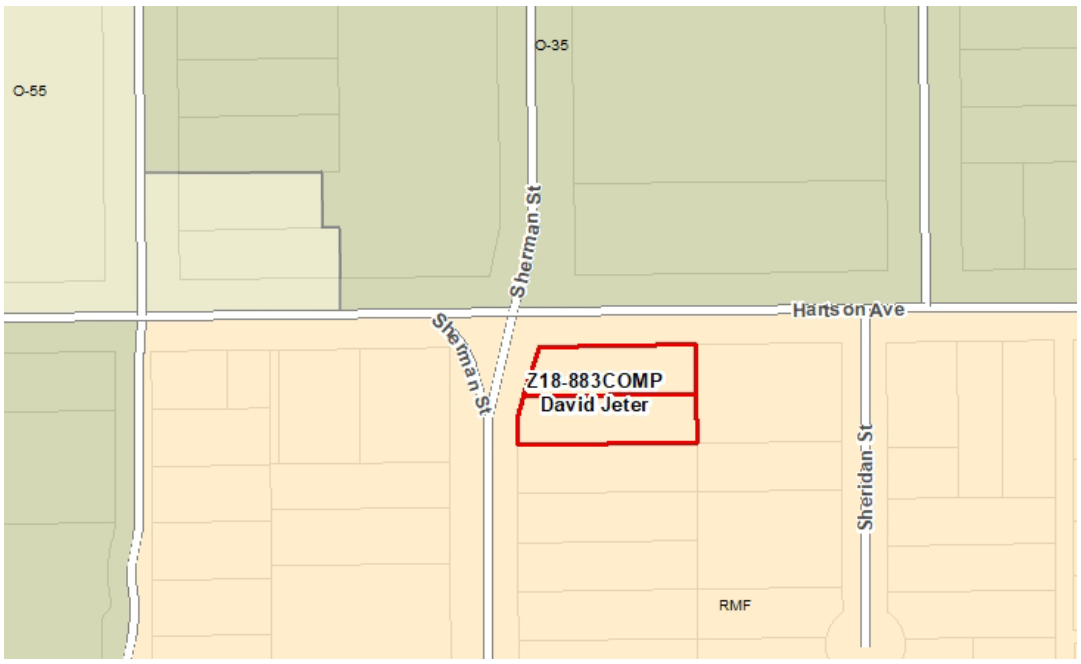
The subject parcels share a block with several other single-family dwellings and some duplexes.

B. Proposal Description: Pursuant to the procedures provided in chapter 17G.060 Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the applicant is requesting a Comprehensive Plan Land Use Plan Map designation change from "Residential 15-30" to "Office." If approved, the zoning would be changed from RMF (Residential Multifamily – 35 feet) to O-35 (Office – 35 feet). Although the project description submitted by the applicant indicates that the site would be improved for an office and off-street parking, the applicant's proposal does not include any specific plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the City's Unified Development Code, including without limitation, chapter 17D.010 SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Bold Red Outline



D. Existing Zoning Map with Subject Property in Bold Red Outline



E. Land Use History: The subject property was annexed to the City in 1883 and later platted as Lots 1 and 2 of Subdivision of Lot 5, GH Morgan's Addition in 1889. The home at 707 S Sherman St was built in 1895. Permit records indicate

at least one dwelling was also built on the northern lot at 701 S Sherman St by 1917, but that lot is now vacant.

By 1975, the subject property was zoned Multifamily Residence (R3), similar to the current designation adopted in 2007. However, two citywide plans in the intervening time designated the site differently. In 1983, the City's Land Use Plan designated the site Low Density Residential. Afterward, when the City adopted its Comprehensive Plan in 2001 under newly adopted requirements of the Growth Management Act, the site and block were designated Residential 4-10. Commensurate with the designation, the site was rezoned Residential Single-Family (RSF) in 2006 under ORD C33841. However, in January 2007, the Land Use Plan Map designation was changed to Residential 15-30 after adoption of the East Central Area Land Use Plan Changes under ORD C33945, changing the implementing zoning from RSF to RMF and returning to multifamily residential zoning of the property.

F. Adjacent Land Uses and Improvements:

North: across E Hartson Ave	Office designation; medical office and parking lot, built in 2013
South	Residential 15-30; Single-family residence
East	Residential 15-30; Single-family residence
West: across S Sherman St	Residential 15-30; Multi-family residential building and parking lot

G. Street Designations: The subject property lies at the southeast corner of East Hartson Avenue and South Sherman Street. The Proposed Arterial Network Map TR 12, in Chapter 4 of the Comprehensive Plan, classifies Sherman Street as an **Urban Minor Arterial**. East Hartson Avenue is a local access street.

H. Application Process:

- Application was submitted on October 29, 2018.
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution (RES 2019-0011) on February 25, 2019;
- Applicant was provided Notice of Application on May 15, 2019;
- Notice of Application was posted, published, and mailed on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and mailed by August 28, 2019;
- Notice of Public Hearing was published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibits 5 and 6. Two agency/city department comments were received regarding this application:

- Avista
- City of Spokane, Development Services

Notice of this proposal was also sent to the East Central Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property and in the local library branch, and published in the Spokesman Review.

- One comment letter in opposition to the proposal was received from a property owner in the vicinity, at 715 S Sherman St, while no comments were received from other members of the public prior to the comment deadline. The letter is included in this report as Exhibit 7. Note: The comment letter author's property does not directly abut the subject site as his letter suggests, but it does adjoin another neighboring single-family dwelling at 711 S Sherman St, which lies between the 715 S Sherman St and the subject site.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.

2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section 17G.020.030 establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and nearby transit service and lies immediately adjacent to S Sherman St, a minor arterial, and E Hartson Avenue, a local access street. Under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the city in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency

requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. A planning process began in 2004 and 2005 to develop a Neighborhood Plan, adopted by the City under RES 2006-0032, following the City's neighborhood planning and centers and corridors planning guidelines. The plan encompassed all of the area within the East Central neighborhood council boundary, and it recommended studying the expansion of a medical district employment center in the vicinity of the subject site (pp. 23-24).

Following this, the City adopted the separate East Central Area Land Use Plan Changes effective January 10, 2007, under ORD C33945, as discussed above in section III.E of this report. The Ordinance recognized that some East Central residential areas including the subject property "…should now have the zoning map designation in place prior to June 14, 2006 reinstated" (p. 2). Later, East

Central became the first neighborhood to utilize funding allocated by the City Council in 2007 to complete a specific project, improvements to the Ben Burr Trail, through the neighborhood council's Action Plan for 2009. That trail is located more than a half-mile east of the applicant's property.

In summary, the neighborhood planning process identified a medical district for study in the vicinity of the subject proposal, additionally changing the Land Use Plan Map designation from Residential 4-10 to Residential 15-30 to reinstate the longstanding multifamily residential zoning here. Although the City adopted these measures, none of the neighborhood plans identified any other strategies relating to the future use or development of the subject parcels, nor were any specific improvements or projects identified within or adjacent to the subject parcels. Therefore, the proposal to change the land-use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 1 of this report. Further discussion of Comprehensive Plan Policy LU 1.5 Office Uses is included under the staff analysis of Criterion K.2 below.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations affects a relatively small (approximately 0.29-acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. Three applications are for map amendments, while two are proposed text amendments to the Comprehensive Plan.

The three map amendment proposals, including the subject proposal, are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three map amendment proposals is separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount.

Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application. A proposed new policy (LU 4.6, Transit Supported Development, File Z18-958COMP) would encourage mixed-use development and high density residential development in areas adjacent to planned high-performance transit facilities, such as along E 5th Ave approximately 650 feet north of the subject site. The other text amendment is a proposed amendment to existing Policy LU 1.8, General Commercial Uses (File Z19-002COMP). However, any changes to land-use designations resulting from these pending policy changes would be required in a future annual application cycle, with no Land Use Plan Map changes occurring concurrently with this application. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of an area totaling 0.29 acre, within a built-up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2. Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. […]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: Comprehensive Plan Chapter 3, Section 3.4 Description of Land Use Designations, provides that:

> "**Office:** The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane." (Comprehensive Plan Ch. 3, p. 3-39).

The subject site is located at the intersection of S Sherman St, a minor arterial, and E Hartson Ave, a local access street, and is located in a residential area adjacent to an Office designation across Hartson.

Policy LU 1.5, Office Uses, sets forth additional locational criteria for the Office land-use designation. It provides: "Direct new office uses to Centers and Corridors designated on the Land Use Plan Map." The discussion section of Policy LU 1.5 provides further:

> "To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.
>
> "The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family

> residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue."

The proposal would expand the Office designation south across E Hartson Ave from the existing Office designation north of the subject site. The arterial block frontage on the east side of S Sherman St is currently improved with eight single-family residences and one duplex, and therefore predominately developed with single-family residences, however it is designated Residential 15-30 on the Land Use Plan Map and is zoned for multifamily use.

The block to the northeast, located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue, was part of a 3.25-acre Comprehensive Plan Land Use Plan Map amendment, from Residential 15-30 to Office in 2013 (ORD C35026). In its review of that amendment, the City found that the proposal provided a transitional land use between the designated General Commercial district north of Interstate 90, considered a principal arterial – controlled access high capacity, and residential neighborhood to the south of the amendment site. The subject proposal is similarly located near Interstate 90, now classified on Map TR 12 Arterial Network Map as an Urban Interstate, and provides a transitional land use between the designated higher intensity commercial districts to the north (in this case, General Commercial and Office), and the residential neighborhood to the south of the amendment site.

The application materials offer indicators of an existing office development trend. The applicant cites expected growth along S Sherman St supported by the improvements to connect the East Central neighborhood with the University District at the new pedestrian bridge and plaza at E Sprague Ave and S Sherman St. The materials, including Paragraph 2 of the Early Threshold Review narrative, also mention six vacant parcels on the adjacent Residential 15-30 designated block to the west owned by MultiCare Health System, "presumably for future office expansion, even though it too, is within an RMF zone." While those parcels are part of property in other nearby blocks to the northwest designated Office and also owned by MultiCare, including the Rockwood Clinic at 400 E 5th Ave, MultiCare has not as of the present time indicated interest in a change of land use on the Residential 15-30 block immediately adjacent and west of the subject site, nor has it applied for permits to improve those properties.

The application addresses compatibility with neighboring land uses, as it notes the immediately adjacent Office designated property to the north across Hartson Avenue, and suitability of extending the transitional Office designation to the subject site due to typically alternating hours of activity between homes and office uses. Staff recommend the Plan Commission consider whether this information is in conformance with LU 1.5 Office Uses and the other appropriate location criteria.

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As described in the staff analysis under subsection (a) above, the proposed Office designation meets the locational characteristics provided in Comprehensive Plan Policy LU 1.5, because it is adjacent to a minor arterial street with a frontage designated for multifamily residential use, and is adjacent to an existing Office designation. The application materials maintain that the proposal could result in a site suitable for redevelopment as a medical office. The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: Under the discussion of Policy LU 1.4 Higher Density Residential Uses, the Comprehensive Plan applies this designation in locations outside Centers "where the existing use of land is predominately higher density residential." The subject site is currently developed as a single-family home built in 1895 and neighboring vacant lot under single ownership. Many properties on the block remain developed as single-family homes, despite several decades of multifamily zoning.

The Comprehensive Plan describes the existing Land Use Plan Map designation:

> "**Residential 15-30:** This designation allows higher density residential use at a density of 15 to 30 units per acre." (Comprehensive Plan Ch. 3, p. 3-40).

The subject 0.29-acre site now developed as a single dwelling unit does not meet the current map designation's description of higher density residential use at a density of 15 to 30 units per acre. The submitted application materials state that the subject site would require aggregation with additional sites for redevelopment as multifamily residences. As described above in this report in III.E Land Use History and VI.E.1 Internal Consistency, the current Residential 15-30 Land Use Plan Map designation recognizes the 2007 East Central Area Land Use Plan Changes and multifamily zoning that predated the City's 2001 Comprehensive Plan. Meanwhile, the 2006 Neighborhood Plan also identified a medical district for study in the vicinity of this proposal.

The Comprehensive Plan describes the proposed Land Use Plan Map designation as follows:

> "**Office:** The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane." (Comprehensive Plan Ch. 3, p. 3-39).

The application materials maintain that the site could be redeveloped into "a small therapy office and on-site parking" (applicant's project description), and that

the Office designation "… is a more appropriate and beneficial use to the area that is now trending toward expanded medical services rather than an apartment complex" (response to Section 17G.020.030 Final Review Criteria, paragraph (K)(1)(c).The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RMF (Residential Multifamily) to O-35 (Office with 35-foot height limit). The O-35 zone implements the Office land-use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment. The proposal meets this criterion.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff recommends the Plan Commission consider Policy LU 1.5 Office Uses and other appropriate location criteria and determine if the requested amendment satisfies all criteria set forth in SMC Section 17G.020.030.

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval, if the Plan Commission finds the application is in conformance with Policy LU 1.5 Office Uses and the other appropriate location criteria, of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan for the subject property approximately 0.29 acre in size and located at 701 and 707 S Sherman St (parcels 35203.0101 and 35203.0102).

IX. LIST OF EXHIBITS

1 Relevant Comprehensive Plan policies
2 Application Materials
3 SEPA CHECKLIST
4 SEPA Determination of Non-Significance
5 Agency Comment – Avista
6 Department Comment – Development Services
7 Public Comment – Robert Apple

EXHIBIT 1 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane Comprehensive Plan

Land Use Element

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.

LU 1.5 Office Uses

Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries.

It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

Z18-883COMP

Land Use Solutions & Entitlement

Land Use Planning Services
9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108 (V)

10-28-18

Tirrell Black, AICP
City of Spokane Planning Services
W 801 Spokane Falls Blvd, 3rd Floor
Spokane WA 99201

Ref: 701 and 707 S. Sherman Annual Map Amendment

Tirrell:

On behalf of David Jeter et al, please find its application for a Comprehensive Plan Amendment and rezone from R-15-30 to Office and RMF to O-35. Specifically, enclosed are:

1) General Application
2) Early Threshold Review Supplement
3) Comprehensive Plan Amendment Pre-Application
4) SEPA Checklist
5) Project Narrative
6) Site Plan
7) Summary of Neighborhood Council Outreach, and
8) $500.00 application fee.

Respectfully Submitted

Dwight J Hume

Dwight J Hume, agent
Land Use Solutions and Entitlement

City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:

Map Amendment from Residential 15-30 to Office and a zone change from RMF to O-35

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

701 and 707 S Sherman

APPLICANT:

Name:	David Jeter MPT, COMT, Acceleration Physical Therapy		
Address:	1111 W Wellesley Ave. Spokane WA 99205		
Phone (home):		**Phone (work):**	448-9358
Email address:	djeterpt1@gmail.com		

PROPERTY OWNER:

Name:	Patricia Upton aka Patricia Reilly		
Address:	7421 Wandering St. Las Vegas Nevada 89131		
Phone (home):		**Phone (work):**	N/A
Email address:	N/A		

AGENT:

Name:	Land Use Solutions & Entitlement, Dwight Hume		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	435-3108
Email address:	dhume@spokane-landuse.com		

ASSESSOR'S PARCEL NUMBERS:

35203.0101 (701 S Sherman) and 35203.0102 (707 S Sherman)

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LEGAL DESCRIPTION OF SITE:

See attached

SIZE OF PROPERTY:

.29 acres

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Land Use Map Amendment and associated zone change

SUBMITTED BY:

☐ Applicant ☐ Property Owner ☐ Property Purchaser X Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

Sara Eichelberger Power of Attorney over Patricia Upton AKA Patricia Reilly

I, Patricia Upton aka Patricia Reilly, owner of the above-described property do hereby authorize Dwight Hume to represent me and my interests in all matters regarding this application.

X Sara Eichelberger

ACKNOWLEDGMENT:

STATE OF ~~WASHINGTON~~ Nevada)
) ss.
COUNTY OF ~~SPOKANE~~ Clark)

On this 25th day of October, 2018, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ Nevada duly commissioned and sworn, personally appeared Sara Eichelberger, POA over Patricia Upton AKA Patricia Reilly to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of ~~Washington~~ Nevada residing at State of Nevada Clark County 6440 Sky Pointe Dr Ste 140 Las Vegas NV 89131

JONATHAN ESCAPA
Notary Public - State of Nevada
County of Clark
APPT. NO. 14-14771-1
My App. Expires Sept. 17, 2022

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Early Threshold Review

701/707 S Sherman

Description of Proposed Amendment: Land Use Map change from R 15-30 to Office and a corresponding zone change from RMF to O-35 on .29 acre located at the SEC of Hartson and Sherman and commonly known as S 701 and 707 S Sherman.

SMC 17G.025.010

1. **Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.**

   The UDC allows for private sector request on individual ownerships, in-lieu-of a city-wide update to the comprehensive plan or a sub-area plan. Neither of these options are available, leaving the private sector request as the only reasonable option.

2. **The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.** In 2006, the East Central Neighborhood and the City of Spokane prepared a sub-area update to this residential area making it R 15-30 and RMF zoning. It is therefore unlikely that an update would occur again, even though the last amendment was almost 12 years ago. Nonetheless, Rockwood Clinic, now Multi-Care Health Systems has been acquiring platted parcels in this immediate vicinity and 6 of those parcels throughout the adjacent westerly block have been purchased by Rockwood/Multi-Care and have been cleared of housing, presumably for future office expansion, even though it too, is within an RMF zone. The area seems to be trending toward medical office services and this applicant is seeking to do the same, as a licensed physical therapist.

3. **The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program**.

   The request is for .29 acre to be converted to an Office designation. This can be reasonably reviewed within the resources and time frame for annual amendments.

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4. **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.**

The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. As stated above, the area continues to trend toward medical office services, as evident by the six separate parcels acquired by Multi-Care Health Services in this vicinity and RMF zone immediately west of the subject property. It is clearly on the fringe of major growing health care services located immediately north and west of the subject property, albeit within Office designated areas.

The requested amendment is therefore, consistent with the adjacent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate a small therapy office in close proximity to major health acre services.

The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.

The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane

The proposed change is consistent with the following goals of the Comprehensive Plan:

Land Use 1.5

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use. It should be noted that the area is zoned RMF and is a mix of small apartment buildings, single-family homes and vacant lots previously acquired by major medical services for future expansion. Nonetheless, office uses are more compatible with single-

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family uses due to the off-setting hours of activity and certainly are a similar land use to apartment uses.

Land Use 1.12
The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.

Land Use 3.1
The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.

Land Use 5.3
The Off -Site impacts are mitigated by the development standards of the city and the corner location with two access points available for ingress and egress. Accordingly, the proposed addition better ensures compliance with LU 5.3.

Transportation 3.1
Transportation and development patterns are important to support desired land uses and development patterns. Sherman is now a connecting point at Sprague Avenue with the new pedestrian bridge to the University District, including a Plaza at this intersection. This feature should stimulate future growth within this vicinity.

Economic Development Goal 3.2
While the vicinity is trending toward major health care services, the opportunity for small ancillary services should be encouraged and located in these areas. This site implements Goal 3.2

Economic Development Goal 6
The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.

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5. **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.** N/A, the proposal has not been submitted in the past.

6. **If this change is directed by state law or a decision of a court or administrative agency, please describe.** N/A

End of Form

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Comprehensive Plan or Land Use Code Amendment

Pre-Application

Rev.20180102

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DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es) (701-707 S Sherman Map Amendment)

☐ Comprehensive Plan Text Change
☐ Regulatory Code Text Change
X Land Use Designation Change
☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.
A Map amendment from Res-15-30 to Office and a zone change from RMF to O-35 on .29 acre of property located at the SEC of Sherman and Hartson

b. Why do you feel this change is needed?
The area is not scheduled for a sub-area plan update and the trending toward medical services in this vicinity generated a strong need for small ancillary services to be built.

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
The request is similar to the fundamental concepts in the comprehensive plan because the area is trending toward medical services.

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *N/A*

e. For map amendments:
1. What is the current Land Use designation and zoning for each affected parcel? *R-15-30 and RMF*
2. What is the requested Land Use designation and zoning for each affected parcel? *Office and O-35*
3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc. *Site: Residential S/F and vacant; East: S/F; South S/F North: Office West Mix of apartments, vacant and medical or s/f.*

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? *The recent construction of the pedestrian bridge and plaza at Sherman and Sprague; the recent acquisition of numerous houses by major medical services such as Rockwood now Multi Care Health Services.*

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There were no other options immediately available and the applicant is urgently needing a new south hill location.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
☐ Yes X No

i. If yes, please answer the following questions:
1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

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Project Narrative Summary

701 and 707 S Sherman Map Amendment

This is a proposed change from R 15-30 to Office to allow a physical therapist to provide ancillary services in an area trending toward major medical services. It consists of two platted parcels totaling .26 acre and contains one rental house and a vacant parcel located at the SEC of Hartson and Sherman across from other major medical office uses.

As stated throughout this application, Multi Care Health Services has acquired numerous parcels within the same RMF zone and directly across Sherman from the subject property. In total, MCHS has 18 parcels within blocks of this site and will no doubt continue to acquire more as they expand their services.

The property is within East Central Neighborhood and was included in a sub-area upgrade to RMF 12 years ago. In the interim, a pedestrian bridge has been constructed tying the ECN with the University District and a pedestrian plaza is being constructed at Sprague and Sherman. This improvement is expected to stimulate growth of the Sherman street area.

The applicant is purchasing this property on a contingency, subject to a successful outcome of this requested amendment. If successful, the property will close, and a new south side therapy office will be constructed. Currently they have maximized their facility located on the north side and commonly known as Acceleration Physical Therapy.

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dhume@spokane-landuse.com

From:	dhume@spokane-landuse.com
Sent:	Monday, October 29, 2018 11:05 AM
To:	'eastcentralneighborhood.chair@gmail.com'; 'eastcentralneighborhood.vchair@gmail.com'
Subject:	Proposed annual amendment Hartson and Sherman
Attachments:	701 S Sherman CPA General Application.doc

Randy Mc Glenn, Chair and Jim Hanley, Vice Chair: Gentlemen: I have filed an annual amendment within your neighborhood requesting a zone change from RMF to Office to allow a small physical therapy service at the SEC of Sherman and Hartson. It is presently a vacant lot and a rental house. If approved, my client would begin construction in the spring of 2020. The City of Spokane requires that we meet with you to inform you of our proposed change. I note that your meetings are on 11/20 and 12/18. I am available for either of those dates if you can accommodate me. Please advise.

Sincerely

Dwight J Hume
Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

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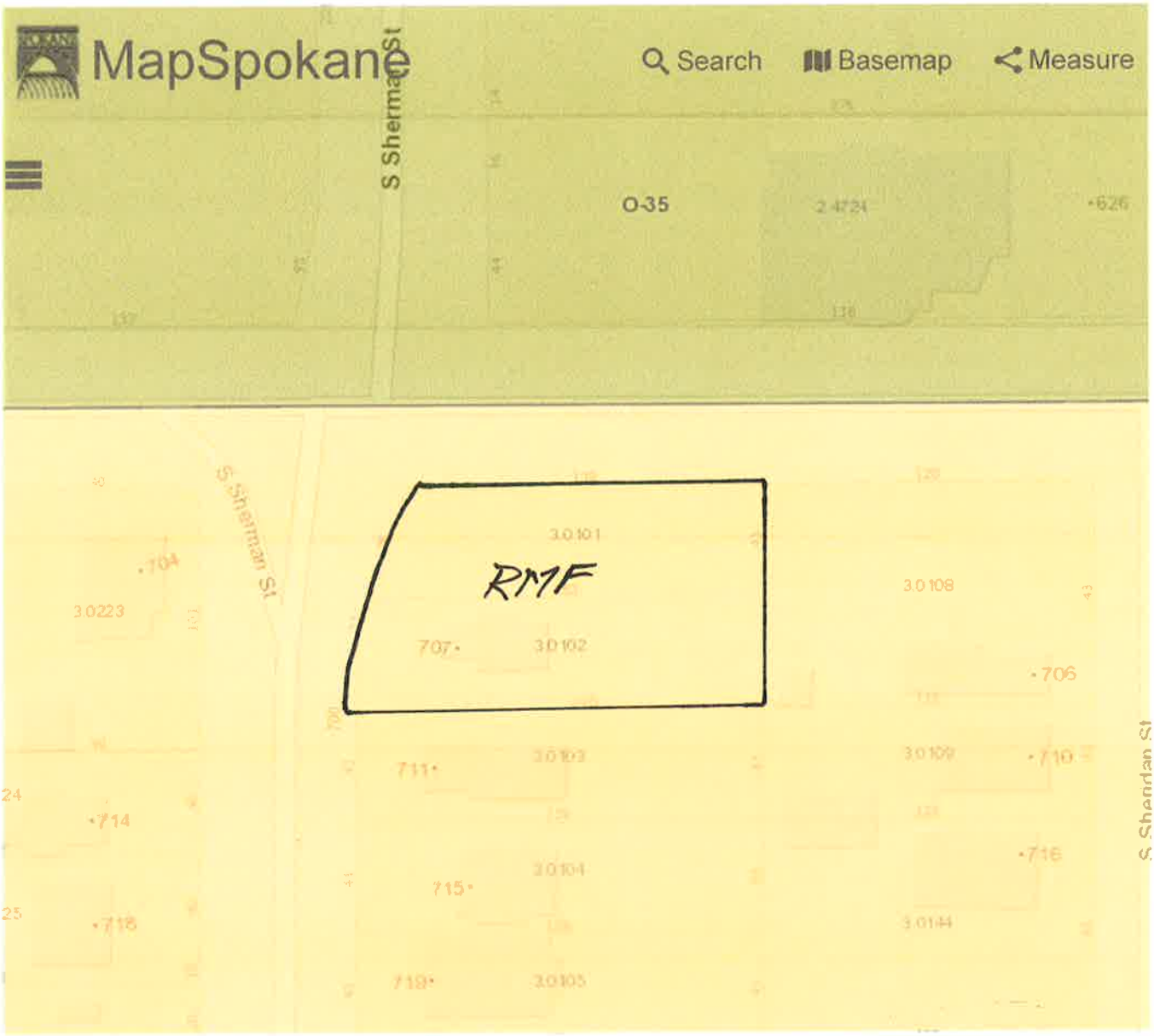

EXISTING ZONE (RMF)

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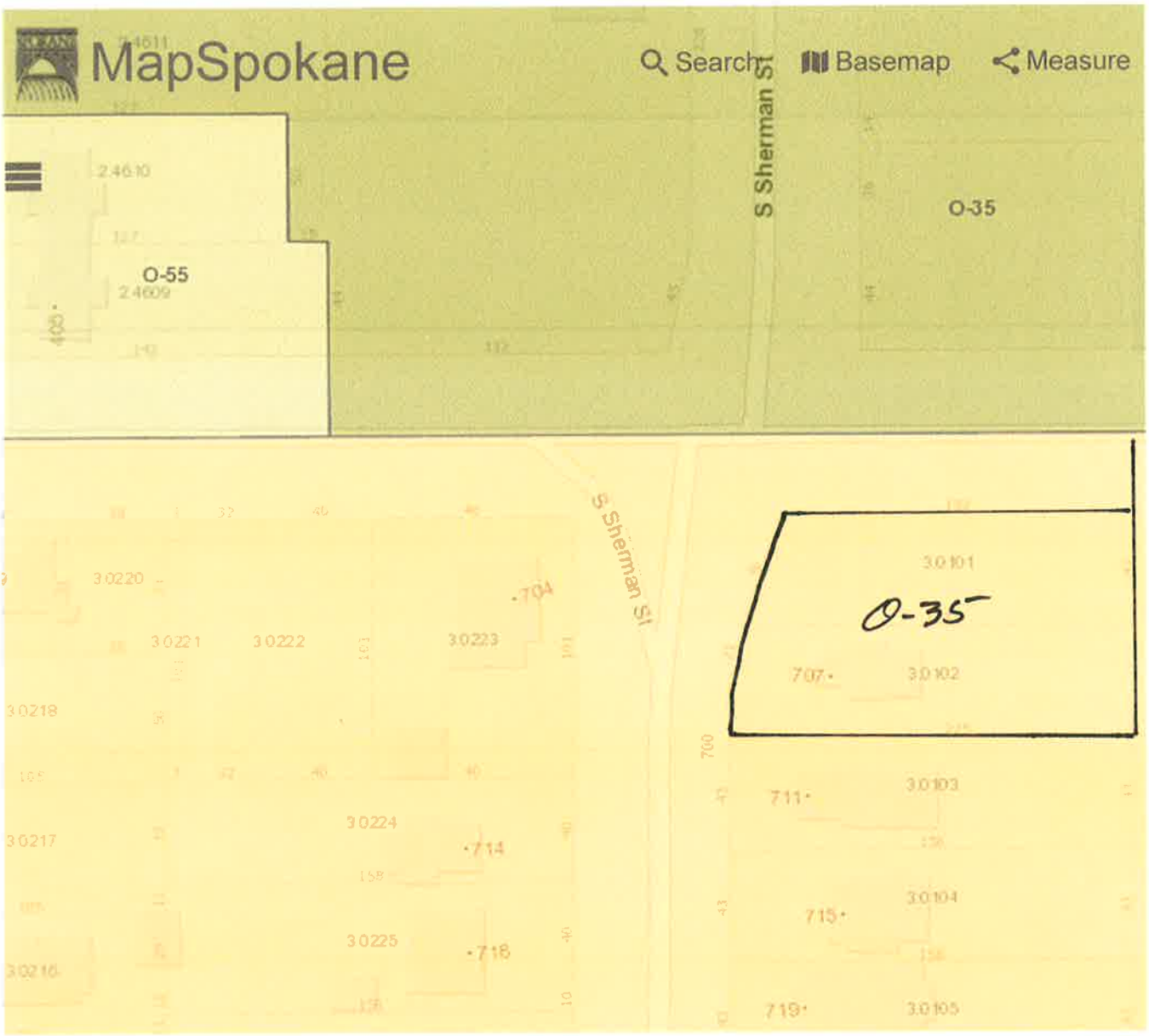
0 30 60ft

Map Use Disclaimer



PROPOSED ZONE

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0 30 60ft

Map Use Disclaimer

Comprehensive Plan Amendments

Full Review

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Z18-883COMP 701 & 707 S Sherman

Full Review & Fees for Applications approved for Annual Amendment Work Program:

This "Full Review" application and full payment of fees is required to be completed and filed with City of Spokane within 15 days of council action by all applicants when proposals have been added to the "Annual Comprehensive Plan Amendment Work Program" by City Council Resolution.

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your applications chances of being reviewed during this amendment cycle. Answers to these questions will assist in review of the criteria in SMC 17G.020.030.

1. Describe the nature of the proposed amendment and explain if there is any change from the early threshold review application. *The amendment is to change the allowed land use from medium density apartments to office for a physical therapy service.*

2. How will the proposed change provide a substantial benefit to the public? *Yes, the location is in close proximity to other major medical services and would be a convenient adjunct to those services and patients.*

3. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies. *The proposed amendment is consistent with the adopted Office policy as a trending expansion of the Office designation located immediately north of the subject property across Hartson Avenue.*

4. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with GMA and other applicable state and federal guidelines.*

5. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and

provide supporting documents, reports or studies. *The proposal is consistent with CWPP and existing adopted land use policies.*

6. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? Are there other infrastructure implications that may be relevant given the review criteria in SMC 17G.020.030(C)? *No*

7. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. *No*

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Project Description

Z18-883COMP Acceleration Physical Therapy

This is a map amendment request to change the Residential 15-30 category to Office and the RMF zone to O-35 for a physical therapy service to be located at the SE corner of Hartson and Sherman Street.

The current use of these two lots is a rental house and vacant lot. If approved, the house will be removed and the site graded for the construction of a small therapy office and on-site parking. It is yet to be determined if the existing basalt outcropping can be removed as well.

Construction is expected to occur during the construction season following approval of this amendment request.

End of Description

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Section 17G.020.030 Final Review Criteria

Z18-883COMP 701 and 707 S Sherman

A. Regulatory Changes.
Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.

B. GMA.
The change must be consistent with the goals and purposes of the state Growth Management Act.

The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.

C. Financing.
In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.

D. Funding Shortfall.
If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

No impacts will occur to require a shortfall to service levels from this proposed amendment.

E. Internal Consistency.

1).The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent

adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

The proposed expansion of Office designation designation is inconsequential to the internal and applicable plans and programs of the City of Spokane.

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Not Applicable

F. Regional Consistency.
All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

The designation to Office from Residential 15-30 is not consequential to Regional Consistency.

G. Cumulative Effect.
All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.
In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

The proposed amendment has no accumulative impacts. The site size of .29 acres can only generate 8 residential units of density if combined with other ownerships. This will stand alone as a separate office use.

2) Grouping.
Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

This proposal has no effects on land use type or geographic area.

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H. SEPA.
SEPA review must be completed on all amendment proposals and is described in chapter 17E.050

1. Grouping.
When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

The applicant is unaware of other pending applications. Notwithstanding, this expansion of an existing Office designation has insignificant cumulative impacts

2. DS.
If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities
The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

The proposal has no impacts upon citywide services.

J. UGA.
Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.
Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

The site is within proximity of other existing office complexes serving this area. AS stated above, Rockwood Multi-Care is the owner of numerous vacant lots directly across Sherman from the subject property and it is expected that these lots will be zoned for office use as they expand their existing facility nearby.

b. The map amendment or site is suitable for the proposed designation;

The site is suitable for the proposed small physical therapy office use. In-lieu-of this, the site would have to be combined with other adjacent ownerships to be effectively used for the RMF zone.

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

As stated above, this is a more appropriate and beneficial use to the area that is now trending toward expanded medical services rather than an apartment complex.

2) Rezones Land Use Plan Map Amendments

The extension of the existing O-35 zone does not impact other areas or zones citywide.

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Environmental Checklist

File No. _____

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.

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A. BACKGROUND

1. Name of proposed project, if applicable: **701-707 S Sherman Map Amendment**

2. Name of applicant: **David Jeter dba Acceleration Physical Therapy**

3. Address and phone number of applicant or contact person: **Dwight Hume agent, 9101 N Mt. View Lane Spokane WA 99218 509-435-3108**

4. Date checklist prepared: **October 2018**

5. Agency requesting checklist: **Planning Services City of Spokane**

6. Proposed timing or schedule (including phasing, if applicable): **Upon approval of map and zone change, spring 2020.**

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **N/A, non-project action. To be determined at time of building permit.**

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. **No**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.**None**

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. **No**

10. List any government approvals or permits that will be needed for your proposal, if known. **Map and zone change; building permit; grading permit; landscape plan approval.**

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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 site is located at the SEC of Sherman and Hartson. It is .29 acre in size and consist of two platted lots, one vacant and the other has a single family home being used as a rental. There is a haystack basalt rock on the corner that will be removed, improving site distance for traffic at the intersection.**

12. Location of the proposal. Give sufficient information to 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 required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **SEC Sherman and Hartson. (See above description).**

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.)

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).
    N/A, non-project action. To be determined at time of building permit.

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(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?

. **N/A, non-project action. To be determined at time of building permit.**

(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.

. **N/A, non-project action. To be determined at time of building permit.**

(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?

. **N/A, non-project action. To be determined at time of building permit.**

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

. **N/A, non-project action. To be determined at time of building permit.**

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

. **N/A, non-project action. To be determined at time of building permit.**

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TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

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1. Earth

a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains,* ***other:*** **Rock outcropping and gentle slope**

b. What is the steepest slope on the site (approximate percent slope)? . **N/A, non-project action. To be determined at time of building permit.**

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 prime farmland. . **N/A, non-project action. To be determined at time of building permit.**

Evaluation for Agency Use Only

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. . **N/A, non-project action. To be determined at time of building permit.**

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:
. **N/A, non-project action. To be determined at time of building permit.**

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
. **N/A, non-project action. To be determined at time of building permit.**

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? . **N/A, non-project action. To be determined at time of building permit.**

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: . **N/A, non-project action. To be determined at time of building permit.**

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2. Air

a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. ___
. **N/A, non-project action. To be determined at time of building permit.**

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. _____
. **N/A, non-project action. To be determined at time of building permit.**

Evaluation for Agency Use Only

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
. **N/A, non-project action. To be determined at time of building permit.**

3. Water

a. SURFACE:

(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.
No

(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. _____
No

(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.
N/A

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(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
No

(5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.
No

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(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.
No

b. GROUND:

(1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
. **N/A, non-project action. To be determined at time of building permit.**

(2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.
. **N/A, non-project action. To be determined at time of building permit.**

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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.

. **N/A, non-project action. To be determined at time of building permit.**

(2) Could waste materials enter ground or surface waters? If so, generally describe.

. **N/A, non-project action. To be determined at time of building permit.**

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

. **N/A, non-project action. To be determined at time of building permit.**

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4. Plants

a. Check or circle type of vegetation found on the site:

_____ Deciduous tree: *alder, maple, aspen, other.*

_____ Evergreen tree: *fir, cedar,* ***pine****, other.*

_____ **Shrubs**

_____ Pasture

_____ Crop or grain

_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

_____ Water plants: *water lilly, eelgrass, milfoil, other.*

_____ Other types of vegetation.

b. What kind and amount of vegetation will be removed or altered? . **N/A, non-project action. To be determined at time of building permit.**

c. List threatened or endangered species known to be on or near the site. **Unknown**

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if

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any: . **N/A, non-project action. To be determined at time of building permit.**

5. **Animals**

a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle,* ***songbirds,*** *other:*
mammals: *deer, bear, elk, beaver, other:*
fish: *bass, salmon, trout, herring, shellfish, other:*
other:

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b. List any threatened or endangered species known to be on or near the site.

None

c. Is the site part of a migration route? If so, explain.
No

d. Proposed measures to preserve or enhance wildlife, if any:
None

6. **Energy and natural resources**

a. What kinds or energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. . **N/A, non-project action. To be determined at time of building permit.**

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
No

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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:
. **N/A, non-project action. To be determined at time of building permit.**

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. . **N/A, non-project action. To be determined at time of building permit.**

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(1) Describe special emergency services that might be required.
. **N/A, non-project action. To be determined at time of building permit.**

(2) Proposed measures to reduce or control environmental health hazards, if any:
. **N/A, non-project action. To be determined at time of building permit.**

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Noise would not affect the proposed use

(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.
. **N/A, non-project action. To be determined at time of building permit.**

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(3) Proposed measure to reduce or control noise impacts, if any:
N/A, non-project action. To be determined at time of building permit.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?
Site: Vacant and rental house; East: S/F; South: S/F; West: Vacant, apartments and S/F; North: Office

b. Has the site been used for agriculture? If so, describe. **No**

c. Describe any structures on the site. **S/F Rental**

d. Will any structures be demolished? If so, which? **Yes, S/F House**

e. What is the current zoning classification of the site? **RMF**

f. What is the current comprehensive plan designation of the site? **R-15-30**

g. If applicable, what is the current shoreline master program designation of the site?
N/A

h. Has any part of the site been classified as a critical area? If so, specify. **No**

Evaluation for Agency Use Only

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i. Approximately how many people would reside or work in the completed project?

. **N/A, non-project action. To be determined at time of building permit.**

j. Approximately how many people would the completed project displace? **Unknown**

k. Proposed measures to avoid or reduce displacement impacts, if any: **None**

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **Development to applicable development standards.**

Evaluation for Agency Use Only

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. **None**

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **One**

c. Proposed measures to reduce or control housing impacts, if any: **None**

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? **35' allowed by O-35 zone**

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b. What views in the immediate vicinity would be altered or obstructed? **None**

c. Proposed measures to reduce or control aesthetic impacts, if any: . **N/A, non-project action. To be determined at time of building permit.**

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Outdoor lighting from dusk to dawn.**

b. Could light or glare from the finished project be a safety hazard or interfere with views? **No**

c. What existing off-site sources of light or glare may affect your proposal? **None**

d. Proposed measures to reduce or control light and glare impacts, if any: **Down casting and indirect lighting**

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? **N/A**

b. Would the proposed project displace any existing recreational uses? If so, describe. **No**

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c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None**

13. Historic and cultural preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. **No**

b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
Unknown

c. Proposed measures to reduce or control impacts, if any:
None

Evaluation for Agency Use Only

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **Hartson and Sherman**

b. Is site currently served by public transit? **Yes**

c. How many parking spaces would the completed project have? How many would the project eliminate? . **N/A, non-project action. To be determined at time of building permit.**

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**

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e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. _____
No _____

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. . **N/A, non-project action. To be determined at time of building permit.** _____

(Note: to assist in review and if known indicate vehicle trips during PM peak,
AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: **On-site parking and removal of existing hay stack outcropping to improve site distance at intersection, if feasible.** _____

Evaluation for Agency Use Only

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. _____
No _____

b. Proposed measures to reduce or control direct impacts on public services, if any: **None** _____

16. Utilities

a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer,*** *septic system, other*: _____

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

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be needed. . **N/A, non-project action. To be determined at time of building permit.**

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: 10/29/18 Signature: D Hume

Please Print or Type:

Proponent: **Dwight Hume** Address: **9101 N Mt. View Lane**

Phone: **509-435-3108** **Spokane WA 99218**

Person completing form (if different from proponent): **Same** Address:

Phone:

FOR STAFF USE ONLY

Staff member(s) reviewing checklist:

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.

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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 proposed conversion to an office site for health services will Not impact the above.

   Proposed measures to avoid or reduce such increases are:
None

2. How would the proposal be likely to affect plants, animals, fish or marine life?
No impacts

   Proposed measures to protect or conserve plants, animals, fish or marine life are:
None

3. How would the proposal be likely to deplete energy or natural resources?
No impacts

   Proposed measures to protect or conserve energy and natural resources are:
None

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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?

No

Proposed measures to protect such resources or to avoid or reduce impacts are:

None

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?

. **N/A, non-project action. To be determined at time of building permit.**

Proposed measures to avoid or reduce shoreline and land use impacts are:

. **N/A, non-project action. To be determined at time of building permit.**

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

No impacts

Proposed measures to reduce or respond to such demand(s) are:

None

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

N/A

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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: 10/29/18 Signature: _____

Please Print or Type:

Proponent: **Dwight Hume** Address: **9101 N Mt. View Lane**

Phone: **509-435-3108** **Spokane WA 99218**

Person completing form (if different from proponent): _____

SAME Address: _____

Phone: _____ _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

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.

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-883COMP

PROPONENT: David Jeter, MPT, COMT, Acceleration Physical Therapy/Carl Upton and Patricia Upton aka Patricia Reilly (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: This proposal is to change parcels 35203.0101 and 35203.0102 from "Residential 15-30 Land Use" and RMF zoning to "Office Land Use" and O-35 zoning (same as adjacent parcel to the north). The subject parcels are approximately 13,000 square feet (0.29 acre) total. No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:
The subject site is two parcels located on the southeast corner of South Sherman Street and East Hartson Avenue, (701 and 707 S Sherman St / parcels 35203.0101 and 35203.0102). The concerned property totals approx. 13,000 square feet (0.29 acre).

Legal Description: Lots 1 and 2 of subdivision of Lot 5, GH Morgan's Addition in the City of Spokane, County of Spokane, Washington State.

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 regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

****

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019 **Signature:**

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this 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.
****

From:	Weingart, LuAnn
To:	Gwinn, Nathan
Subject:	Z18-883COMP
Date:	Monday, April 15, 2019 2:09:42 PM
Attachments:	image001.png image002.png image003.png image004.png

---

Nate,

I reviewed the above referenced file and have no comment on the land use change request.

Thank you,

LuAnn Weingart

Real Estate Representative, RWA

1411 E Mission Ave MSC-25 Spokane, WA, 99202

Office 509.495.8536 Cell 509-220-2645

www.myavista.com

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or an agent of the intended recipient, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments.

From:	Johnson, Erik D.
To:	Gwinn, Nathan
Subject:	RE: Z18-884COMP 4502-4508 N Madison St
Date:	Wednesday, May 1, 2019 8:03:18 AM
Attachments:	image002.png image003.png image004.png

No issues for Engineering on these.

From: Eliason, Joelie <jeliason@spokanecity.org>
Sent: Tuesday, April 30, 2019 7:48 AM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Cc: Johnson, Erik D. <edjohnson@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Thank you, Nathan.
Erik is reviewing those two.

Joelie Eliason | City of Spokane | Engineering Technician IV Development Services Center
509.625-6385 | *fax* 509.625.6822 jeliason@spokanecity.org | spokanecity.org

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From: Gwinn, Nathan <ngwinn@spokanecity.org>
Sent: Monday, April 29, 2019 2:13 PM
To: Eliason, Joelie <jeliason@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Hi Joelie,

Thank you for sending the comments. In order to provide similar documentation, would your department want to provide any comments on the other two proposed map amendments this year, Z18-882COMP and Z18-883COMP?

For reference, I attached the agency requests for comments for those applications.

Thank you,

Nathan Gwinn | Assistant Planner | Planning & Development

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Eliason, Joelie <jeliason@spokanecity.org>
Sent: Wednesday, April 24, 2019 8:38 AM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Cc: Becker, Kris <kbecker@spokanecity.org>; Nilsson, Mike <mnilsson@spokanecity.org>; Brown, Eldon <ebrown@spokanecity.org>; Kells, Patty <pkells@spokanecity.org>
Subject: Z18-884COMP 4502-4508 N Madison St

Nathan,
Please see the attached comments regarding Z18-884COMP.

Thank you,
Joelie Eliason

Joelie Eliason | City of Spokane | Engineering Technician IV Development Services Center
509.625-6385 | 808 W Spokane Falls Blvd, Spokane, WA 99201 | jeliason@spokanecity.org | my.spokanecity.org

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Spokane City Planning Services Department
Attention Assistant Planner, Nathan Gwinn.
For submission to Planning Commission Hearing in question.
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

7-8-2019

Response objecting to notice (Z18-883COMP) of applications Proposed Comprehensive Plan Amendment land use map change for residential properties commonly located at 701 & 707 South Sherman Street.

Everyone here is aware of the rigorous process for passage of our Cities Land Use Code that requires evidence and a comprehensive multifaceted hearings process that allows for timely review rather than catering too special exemptions and as this request is.

The City already has a surplus of retail and office zoned properties in this general area with some that are as yet not developed on property still vacant and while others are seeking tenants. Further the City is well aware that at this time it is severely lacking housing both residential and apartment types for its residents.

The applicant apparently has retained options to buy two residential properties and seeks they be destroyed rather than rehabilitated to accommodate an office building that is claimed to be a Physical Therapy Office and clearly this is a violation of the City and Neighborhood approved Zoning Code that should not be approved.

Hartson Street or the 700 block to the south is the designated buffer end for allowing Retail and Office zoning beyond in this area cannot be cross and should not be allowed to cross now. As the owner of the property abutting this proposal to the south I have gone to great expense to recover the single family home located generally at 715 South Sherman Street into an up to date code single family residence by completely remodeling while protecting the exterior appearance from this original farm house appearance to this area. There is also a house directly across the street from mine that also was completely restored and many in the area receiving major renovations from time to time as the City Building Department can affirm from building permits issued and as homes for area residents improve their properties. Clearly allowing an Office Use to encroach as requested will harm the viability of these residential homes and if this encroachment is allowed area owners will realize such encroachment will continue and will then fail proper structural care as the areas housing will further decline and such a result should not be allowed to seed and start here and as has occurred elsewhere.

7/8/2019

Robert Apple, Spokane City Resident
Owner of, 715 S Sherman St. Spokane, WA 99204
cometapple@msn.com
(509)487-4107

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Exhibit A: Proposed Land Use Designation

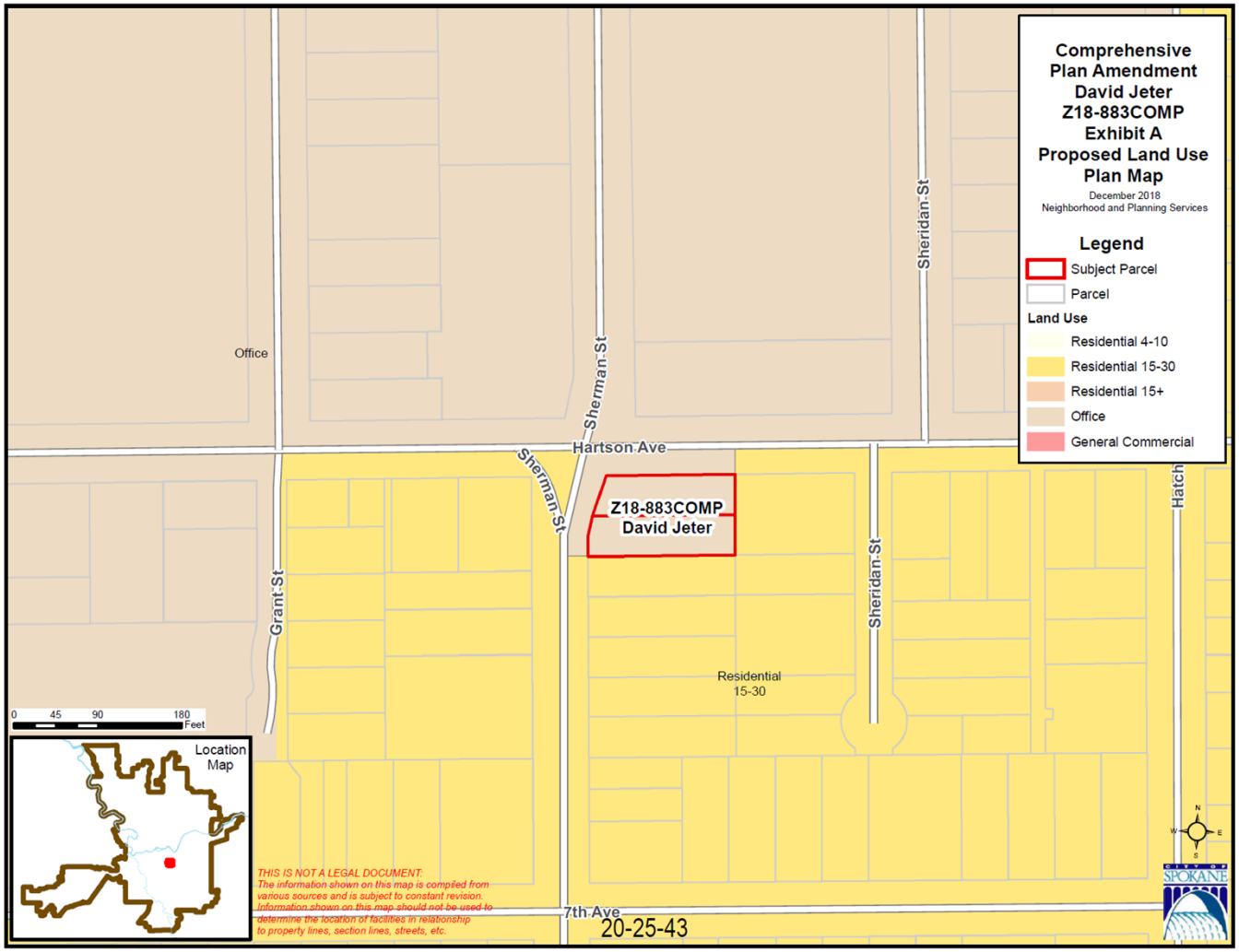
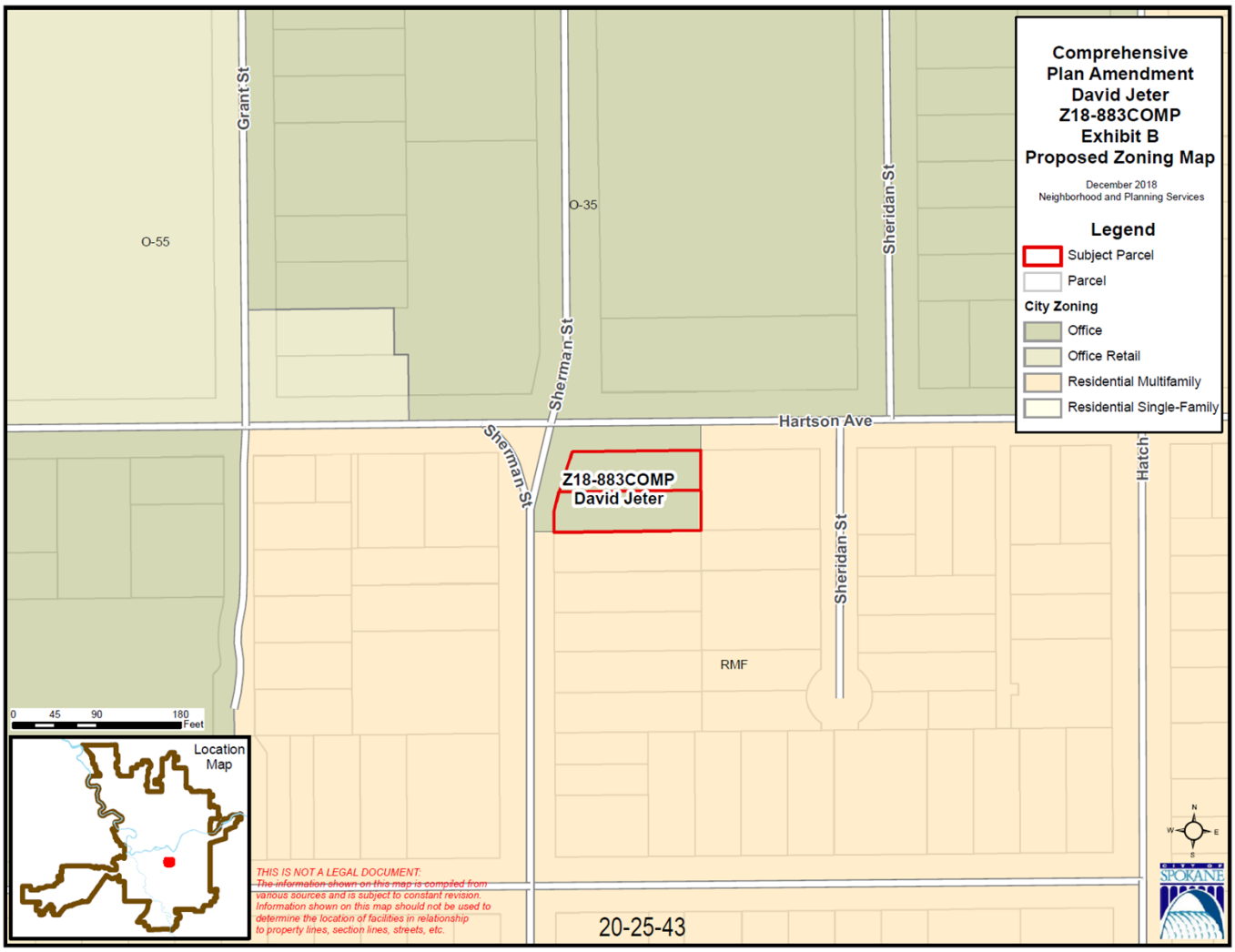


Exhibit B: Proposed Zoning Designation



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Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use Plan Map Amendment File No. Z18-883COMP (ACCELERATION PHYSICAL THERAPY)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 15-30" to "Office" for a 0.29-acre area located at 701 and 707 South Sherman Street. The implementing zoning designation requested is to change to Office with 35-foot height limit (O-35).

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z18-883COMP (the "Application") was submitted in a timely manner for review during the City's 2018/2019 amendment cycle.

D. The Application seeks to amend the land use designation for a 0.29-acre area located at the intersection of Hartson Avenue and Sherman Street at 701 and 707 S Sherman St from "Residential 15-30" to "Office" with a corresponding change in zoning from Residential Multifamily (RMF) to Office with a 35-foot height limit (O-35).

E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

F. On January 15, 2019, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.

G. On February 25, 2019, the City Council adopted Resolution RES2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.

H. Thereafter, on April 5, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.

I. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60 day public comment period. The City received only one comment regarding the Application; the said comment received was opposed to the Application.

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J. On June 6, 2019, the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

K. On July 10, 2019, the Spokane City Plan Commission held a workshop to study the Application.

L. On August 27, 2019, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 10, 2019.

M. On August 29, 2019, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

N. On August 28 and September 4, 2019, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.

O. On August 28, 2019, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property.

P. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8.

Q. Staff's analysis of the Application was generally favorable and suggested the Plan Commission's recommendation on the application may be contingent on the Plan Commission's interpretation of the legislative intent around Comprehensive Plan Policies LU 1.5 and Chapter 3, Section 3.4, Description of Land Uses.

R. On September 11, 2019, the Plan Commission held a public hearing on the Application, and concluded its deliberations.

S. Nobody testified in opposition to the Application and the City did not receive any adverse comments from the public or otherwise regarding the Application.

T. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

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U. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

V. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .
>
> Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

W. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.5 concerning the establishment of Office land uses in the City and that the subject property meets the requirements for designation of office uses outside of established Centers or Corridors, as the property is in an area experiencing a trend of office development and office uses would be an adequate transitional use between the more intense uses to the north and west and the residential uses to the south and east of the subject properties.

X. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z2017-621COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2019 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

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4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z18-883COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of Acceleration Physical Therapy to change the land use plan designation on 0.29 acres of land from "Residential 15-30" to "Office" with a corresponding change of the implementing zoning to O (Office) with a height limit of 35 feet (O-35), as based upon the above listed findings and conclusions, by a vote of 6 to 1, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map,

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and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.

DocuSigned by:
Gregory F Francis
DF0D3C2838704CA...

Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission

Agenda Sheet for City Council Meeting of: 11/11/2019		**Date Rec'd**	10/28/2019
		Clerk's File #	ORD C35840
		Renews #	
Submitting Dept	PLANNING	**Cross Ref #**	
Contact Name/Phone	KEVIN 625-6184	**Project #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 – LAND USE PLAN MAP AMENDMENT – MADISON ST		

Agenda Wording

An Ordinance relating to application Z18-884COMP by the WA Department of Ecology amending the Comprehensive Plan Land Use Plan Map from Residential 4-10 to Office for 0.85 acres and a change to the Zoning Map from RSF to 0-35.

Summary (Background)

The subject properties are legally described as Lots 10 through 15 of Block 36, Monroe Park Addition. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	10/10/2019
Division Director	DUVALL, MEGAN	**Other**	
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ngwinn@spokanecity.org	
Additional Approvals		dhume@spokane-landuse.com	
Purchasing		jrichman@spokanecity.org	
		htrautman@spokanecity.org	
		tsanders@spokanecity.org	
		jchurchill@spokanecity.org	

ORDINANCE NO. C35840

AN ORDINANCE RELATING TO APPLICATION PLANNING FILE Z18-884COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.85 ACRES DESCRIBED AS LOTS 10 THROUGH 15 OF BLOCK 36, MONROE PARK ADDITION AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE (O-35)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z18-884COMP was timely submitted to the City for consideration during the City's 2018/2019 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-884COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 4-10" to "Office" for 0.85 acres. If approved, the implementing zoning designation requested is "Office (O-35)"; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 26, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 27, 2019 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 28, 2019; and

WHEREAS, the staff report for Application Z18-884COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-884COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-884COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of Application Z18-884COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-884COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1 - Land Use Plan Map is amended from "Residential 4-10" to "Office" for 0.85 acres, as shown in Exhibit A.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Multifamily (RMF)" to "Office (O-35)," as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A: Proposed Land Use Designation

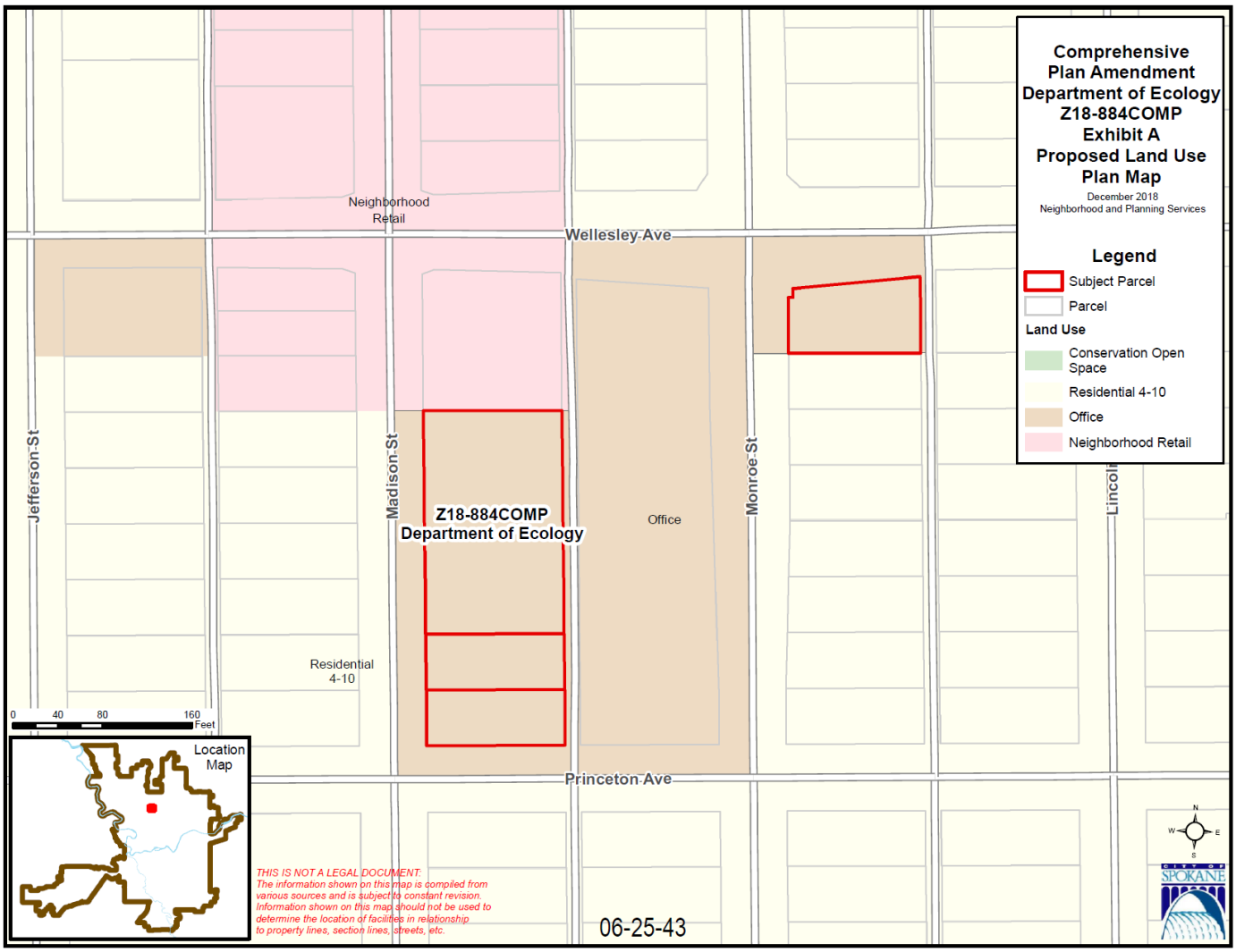
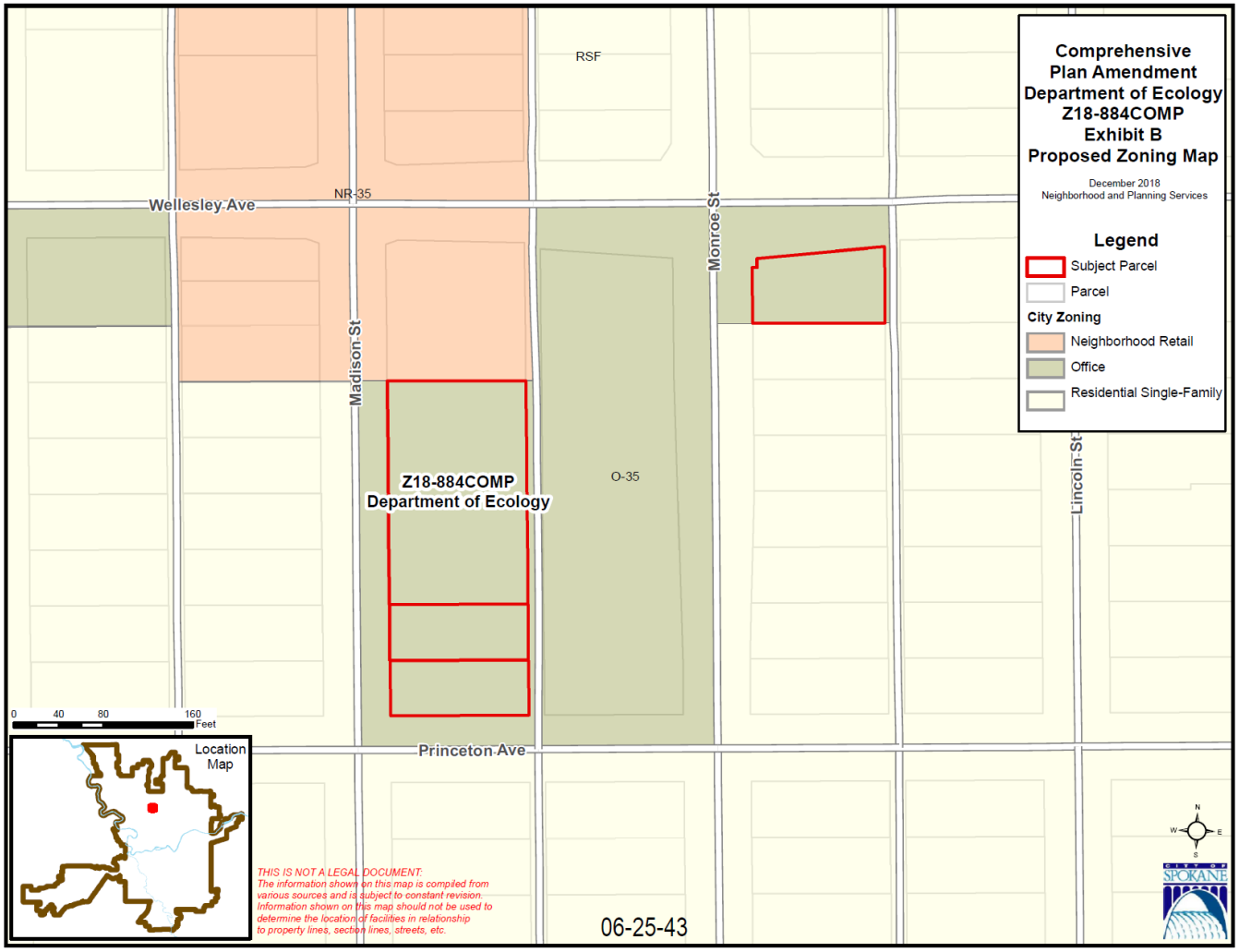


Exhibit B: Proposed Zoning Designation



STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
0.85 acre at 4502-4508 N Madison St and 4601 N Monroe St; File Z18-884COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

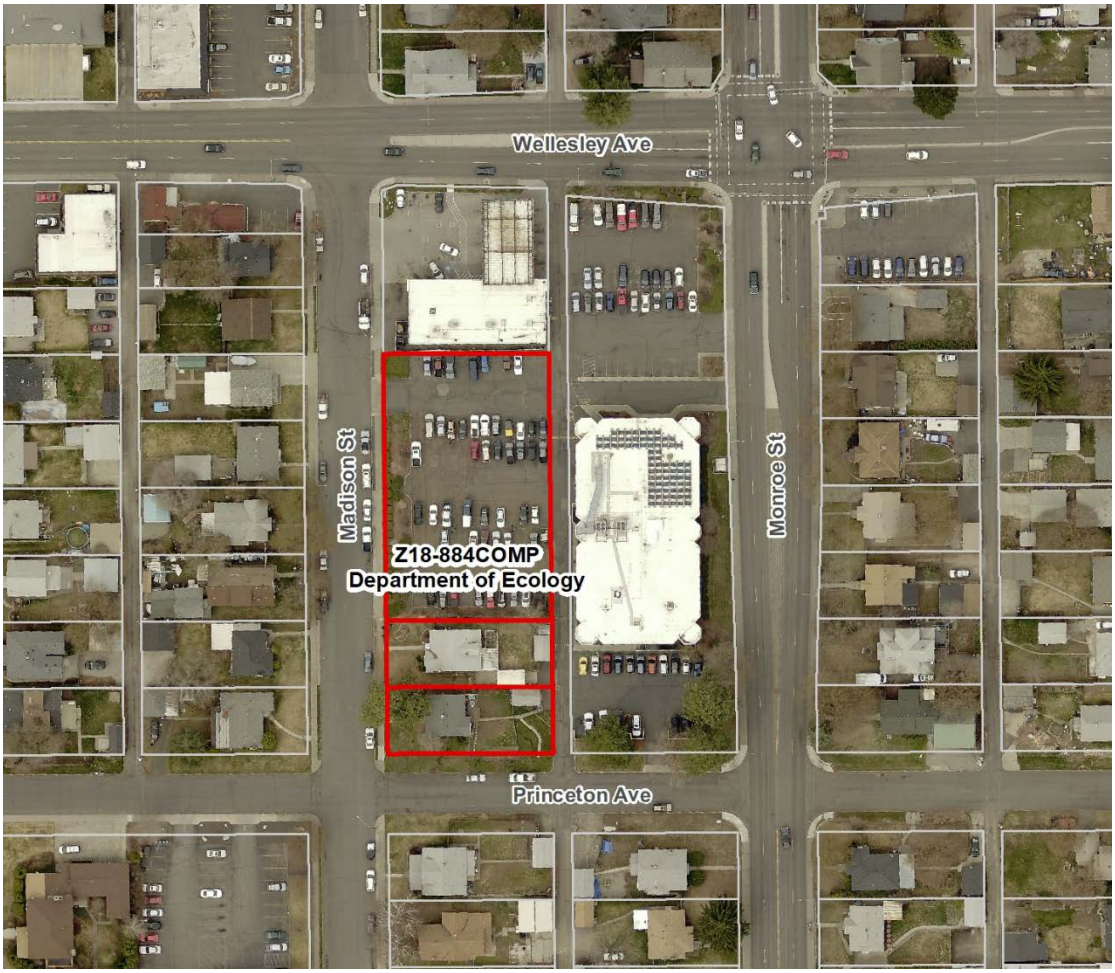
DESCRIPTION OF PROPOSAL:

Change parcels 35062.3609, 35062.3610, and 35062.3619 from "Residential 4-10 Land Use" and RSF zoning to "Office Land Use" and O-35 zoning (same as adjacent parcel to the east). The subject parcels are approximately 37,000 square feet (0.85 acre) total. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	Washington State Department of Ecology
Location of Proposal:	The subject site is three parcels located on the northeast corner of North Madison Street and West Princeton Avenue, (4502-4508 N Madison St and 4601 N Monroe St / parcels 35062.3609, 35062.3610, and 35062.3619). The concerned property totals approx. 37,000 square feet (0.85 acre).
Legal Description:	Lots 10 through 15 of Block 36, Monroe Park Addition
Existing Land Use Plan Designation:	"Residential 4-10"
Proposed Land Use Plan Designation:	"Office"
Existing Zoning:	RSF (Residential Single-Family)
Proposed Zoning:	O-35 (Office with 35-foot height limit)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Nathan Gwinn, Assistant Planner; ngwinn@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION



A. Site Description: The subject parcels (tax parcels 35062.3610, 35062.3609, and 35062.3619) for the proposal contain approximately 37,000 square feet (0.85 acre), situated at 4502-4508 N Madison St and 4601 N Monroe St. The site is improved with a parking lot. The homes appearing on the aerial photo above were built from 1940-1941 and were demolished in 2019, leaving the two southern parcels now vacant. Situated at the northeast corner of N Madison St and W Princeton Ave, the property fronts the east side of Madison and the north side of Princeton, both local access streets. An improved alley serves the entire east side of the site.

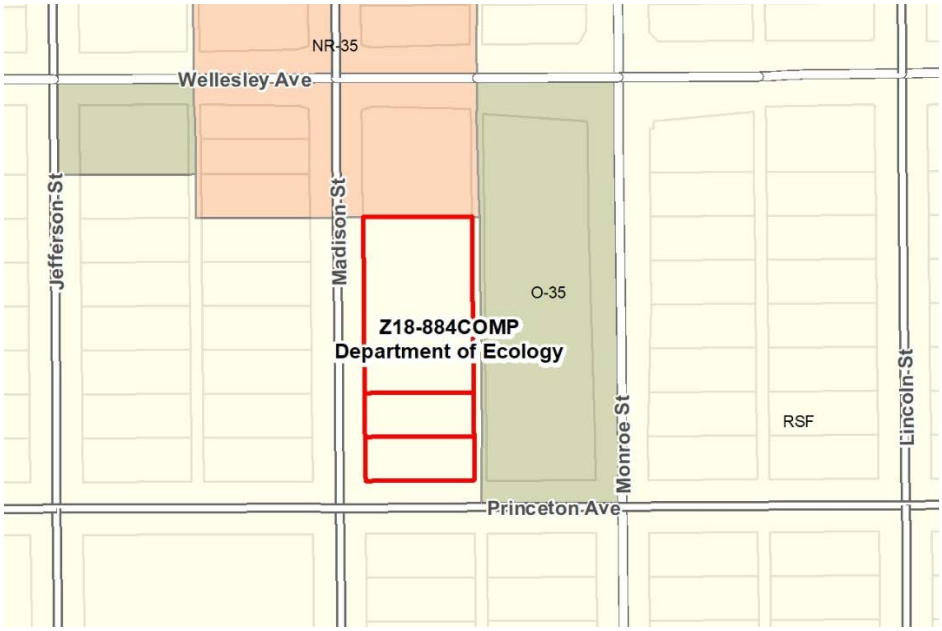
The subject parcels share a block with the Department of Ecology's eastern regional office building at 4601 N Monroe St and a retail store at 1023 W Wellesley Ave (Cenex/Zip Trip).

B. Proposal Description: Pursuant to the procedures provided in chapter 17G.060 Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the applicant is requesting a Comprehensive Plan Land Use Plan Map designation change from "Residential 4-10" to "Office." If approved, the zoning would be changed from RSF (Residential Single-Family – 35 feet) to O-35 (Office – 35

feet). Although the project description submitted by the applicant indicates that the site would be improved for an equipment storage building and provides a preliminary site plan of the facility, the applicant's proposal does not include any final plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the City's Unified Development Code, including without limitation, chapter 17D.010 SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Bold Red Outline

D. Existing Zoning Map with Subject Property in Bold Red Outline



E. Land Use History: In 1906, the subject property was platted as lots 10 through 15 of Block 36, Monroe Park Addition, and annexed to the City in 1907. Each original lot was improved with single-family dwellings, but now all of the homes have been removed. By 1975, the adjacent office building to the east of the site had been constructed, and that building was zoned RO-1L (Residence-Office, Category I). However, the subject site remained zoned R1 (One-Family Residence), with a special permit granted in 1977 for providing off-street parking to the adjoining office building. The last two residences on the site, built in 1940 and 1941, also remained in the R1 zone. Following adoption of the City's Comprehensive Plan in 2001, the site was zoned RSF, with the parking lot continuing as a nonconforming use. In 2018, the applicant acquired the last two homes, which were demolished in 2019.

F. Adjacent Land Uses and Improvements:

North	Neighborhood Retail designation; convenience store and gas station
South: across W Princeton Ave	Residential 4-10; Single-family residence
East: across alley	Office; Dept. of Ecology's eastern regional office building (in common ownership with subject site)
West: across N Madison St	Residential 4-10; Single-family residences

G. Street Designations: The subject property lies at the northeast corner of West Princeton Avenue and North Madison Street, both urban local access streets at this location. Nearby streets bounding the block are West Wellesley Avenue and North Monroe Street, which the Proposed Arterial Network Map TR 12, in Chapter 4 of the Comprehensive Plan, classifies as **Urban Principal Arterials**.

H. Application Process:

- Application was submitted on October 29, 2018.
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution (RES 2019-0011) on February 25, 2019;
- Applicant was provided Notice of Application on May 15, 2019;
- Notice of Application was posted, published, and mailed on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and mailed by August 28, 2019;
- Notice of Public Hearing was published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibit 5. One agency/city department comment was received regarding this application:

- City of Spokane, Development Services

Notice of this proposal was also sent to the North Hill Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property and in the local library branch, and published in the Spokesman Review. No comments were received from members of the public prior to the comment deadline.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.

2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section 17G.020.030 establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with

which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and nearby transit service and lies immediately adjacent to W Princeton Ave and N Madison St, both local access streets. Under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the city in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The North Hill Neighborhood Council, utilizing funding allocated by the Spokane City Council in 2007, began a planning process in 2014 to identify and prioritize goals into an action plan. The neighborhood adopted the *North Hill Neighborhood Action Plan* in 2015. The plan focused primarily on issues related to crime reduction and public safety; economic development; improving connectivity; and preserving the neighborhood character. The plan does not identify any strategies relating to the future use or development of the subject parcels, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land-use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 1 of this report. Further discussion of Comprehensive Plan Policy LU 1.5 Office Uses is included under the staff analysis of Criterion K.2 below.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies , as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations affects a relatively small (approximately 0.85-acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. Three applications are for map amendments, while two are proposed text amendments to the Comprehensive Plan.

The three map amendment proposals, including the subject proposal, are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three map amendment proposals is separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount.

Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application. A proposed new policy (LU 4.6, Transit Supported Development, File Z18-958COMP) would encourage mixed-use development and high density residential development in areas adjacent to planned high-performance transit facilities, such as along W Wellesley Ave and N Monroe St near the subject site. The other text amendment is a proposed amendment to existing Policy LU 1.8, General Commercial Uses (File Z19-002COMP). However, any changes to land-use designations resulting from these pending policy changes would be required in a future annual application cycle, with no Land Use Plan Map changes occurring concurrently with this application. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of an area totaling 0.85 acre, within a built-up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2. Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. […]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: Comprehensive Plan Chapter 3, Section 3.4 Description of Land Use Designations provides that:

> "**Office:** The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane" (Comprehensive Plan Ch. 3, p. 3-39).

The subject site is located at the intersection of two local access streets in a residential area adjacent to Neighborhood Retail and Office designations to the north and east, both of which designations front directly on nearby principal arterials.

Policy LU 1.5, Office Uses, sets forth additional locational criteria for the Office land-use designation. It provides: "Direct new office uses to Centers and Corridors designated on the Land Use Plan Map." The discussion section of Policy LU 1.5 provides further:

> "To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.
>
> **"**The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue."

The proposal would expand the Office designation westward from an existing Office designation and office building located on the same block and immediately across the alley from the subject site. A retail convenience store/fuel station, located within the Neighborhood Retail designated area which straddles both sides of Wellesley to the north of the amendment site, is also adjacent to the subject proposal. Both of these adjacent commercial uses front on principal arterials. The subject proposal lies between the Neighborhood Retail designation and a residential neighborhood to the south, and could serve as a transitional land use located between those areas.

As evidence of an existing office development trend, the application materials refer to the adjacency of the existing office building and Office Land Use Plan Map designation, in common ownership with the proposal, and the longstanding special permit for off-street parking on part of the subject site. The proponent has demonstrated the proposed designation is in conformance with the appropriate location criteria identified in the Comprehensive Plan, and the application meets subsection (a).

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As described in the staff analysis under subsection (a) above, the proposed Office designation meets the locational characteristics provided in Comprehensive Plan Policy LU 1.5. The application materials maintain that the proposal would eliminate the nonconforming nature of the parking on this site, and could result in a portion of the site suitable for a storage facility for emergency response equipment. The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: As described in the staff analysis under subsections (a) and (b) above, the proposed Office designation meets the locational characteristics provided in Comprehensive Plan as well as eliminating the nonconforming nature of the parking on this site, which already supports the adjacent Office land use.

The Comprehensive Plan describes the proposed Land Use Plan Map designation as follows:

> "**Office:** The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane." (Comprehensive Plan Ch. 3, p. 3-39).

The application materials maintain that the proposal would facilitate the coordination of Department of Ecology functions associated with emergency response equipment, while consolidating the common operations of its office, parking and storage. The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RSF (Residential Single-Family) to O-35 (Office with 35-foot height limit). The O-35 zone implements the Office land-use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment. The proposal meets this criterion.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section 17G.020.030.

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan for the subject property approximately 0.85 acre in size and located at 4502-4508 N Madison St and 4601 N Monroe St (parcels 35062.3609, 35062.3610, and 35062.3619).

IX. LIST OF EXHIBITS

1 Relevant Comprehensive Plan policies
2 Application Materials
3 SEPA CHECKLIST
4 SEPA Determination of Non-Significance
5 Department Comment – Development Services

EXHIBIT 1 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane Comprehensive Plan

Land Use Element

LU 1.3 Single-Family Residential Areas

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors.

Discussion: The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities. Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

LU 1.5 Office Uses

Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries.

It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

Z18-884COMP

Land Use Solutions & Entitlement

Land Use Planning Services
9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108 (V)

10-28-18

Tirrell Black, AICP
City of Spokane Planning Services
W 801 Spokane Falls Blvd, 3rd Floor
Spokane WA 99201

Ref: DOE Annual Map Amendment

Tirrell:

On behalf of the Department of Ecology, please find its application for a Comprehensive Plan Amendment and rezone from R 6-10 to Office and RSF to O-35. Specifically, enclosed are:

1) General Application
2) Early Threshold Review Supplement
3) Comprehensive Plan Annual Amendment Pre-Application
4) SEPA Checklist
5) Project Narrative
6) Site Plan
7) Summary of Neighborhood Council Outreach, and
8) $500.00 application fee.

Respectfully Submitted

Dwight J Hume, agent
Land Use Solutions and Entitlement

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City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:

Map Amendment from R 4-10 to Office and zone change from RSF to O-35

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

4502 and 4508 N Madison, 4601 N Monroe and 4616 N Monroe

APPLICANT:

Name:	Department of Ecology, C/O Fran Huntington Facilities Manager		
Address:	300 Desmond Dr Lacey WA 98503		
Phone (home):		**Phone (work):**	360-407-7028
Email address:	Fhun461@ ecy.wa.gov		

PROPERTY OWNER:

Name:	Washington State Department of Ecology		
Address:	PO Box 47600 Olympia WA 98504		
Phone (home):		**Phone (work):**	N/A
Email address:	N/A		

AGENT:

Name:	Dwight J Hume dba Land Use Solutions and Entitlement		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	509-435-3108
Email address:			

ASSESSOR'S PARCEL NUMBERS:

35062.3610, 35062.3609, (Houses); 35062.3619 (W Parking Lot); 35062.3515 (NE Parking Lot)

LEGAL DESCRIPTION OF SITE:

See Attached Legal Descriptions

SIZE OF PROPERTY:

Houses (.28 acres); W. Parking Lot (.57 acres); NE Parking Lot (.17 acres) Total Acres 1.02 acres

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Land Use Map Amendment with implementing zone changes.

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SUBMITTED BY:

Washington State Department of Ecology by Fran Huntington,

☐ Applicant X Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Fran Huntington, Facility Manager of the above-described property do hereby authorize Dwight J Hume dba Land Use Solutions and Entitlement to represent DOE and our interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 10th day of October, 20 18, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fran Huntington, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

VALERIE L. PEARSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-28-20

Valerie L Pearson Valerie L Pearson

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

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Early Threshold Review

Department of Ecology Map Amendment

Description of Proposed Amendment: Land Use Map change from R 4-10 to Office and a zone change from RSF to O-35 on 1.02 acres.

The request will change two single family home sites located at 4502 and 4508 N Madison from RSF to O-35 and upgrade two existing parking lots; one located north of the houses along Madison and one located at the SEC of Monroe and Wellesley to Office from the current special permits and RSF zoning.

The purpose of the amendment is to accommodate an emergency response storage facility on site with the main office of the DOE and to replace existing special permit parking lots with Office designation and zoning.

SMC 17G.025.010

1. **Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.**

   The UDC allows for private sector request on individual ownerships, in-lieu-of a city-wide update to the comprehensive plan or a sub-area plan. Neither of these options are available, leaving the private sector request as the only reasonable option to keep the planned improvements within their approved budget cycle.

2. **The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.**

   As stated above, neither a Citywide update nor a sub-area plan are available to this area and request, nor are they timely, considering the budget cycle.

3. **The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program**.

   The request has already been reviewed for the parking lot upgrades as a pre-application meeting of August 9, 2018. The change of the two existing houses will not add an unreasonable length of time for review and approval under the annual review process.

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4. **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.**

The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. The subject property is part of a common ownership split between the O-35 and RSF zones and contained within its present facility operations and/or block. The requested amendment is therefore, consistent with the adjacent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate any potential commercial use of the common site.

The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.

The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane.

The proposed change is consistent with the following goals of the Comprehensive Plan:

Land Use 1.5 The Office designation is also located where it continues an existing office trend…

The subject proposal is located within the block bounded by Madison on the West, Princeton on the South, Wellesley on the North and Monroe on the East. The exception is a fleet vehicle parking lot located at the SEC of Wellesley and Monroe. The proposal will be contained within the block and will be used as part of the existing State of Washington DOE services. Accordingly, the expansion of the existing Office designation is contained and brings current non-conforming improvements and zones into conformance with the intent of the policy and comprehensive plan.

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Land Use 1.12
The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.

Land Use 3.1
The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.

Land Use 5.3
The Off -Site impacts are mitigated by the development standards of the city and the subject property is adjacent to existing DOE uses or separated by existing street systems, which is a common land use designation boundary. area, thus fostering a range of business and employment opportunities.

Economic Development Goal 6
The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.

5. **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.** N/A, the proposal has not been submitted in the past.

6. **If this change is directed by state law or a decision of a court or administrative agency, please describe.** N/A

End of Form

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Comprehensive Plan or Land Use Code Amendment

Pre-Application

(Department of Ecology Applicant)

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DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es)

☐ Comprehensive Plan Text Change
☐ Regulatory Code Text Change
X Land Use Designation Change
☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.
Map amendment from R-4-10 to Office and zone change from RSF to O-35.

b. Why do you feel this change is needed?
The Department of Ecology is located within this block and has acquired the remaining two houses to use the land for facility expansion, for an emergency response equipment accessory storage building.

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
Except for an existing "C" store, the remainder of the block within which the subject request is located, is owned by the State of Washington and operated by the Department of Ecology. The entire east half of this block is zoned Office, where the primary office facility is located and an existing parking lot on the west half is allowed by special permit. This is merely an expansion of the Office category to allow the planned facility expansion and upgrade zoning of the parking lot(s) from previous special permit approvals. If approved, it will be contained within its present boundaries of use.

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *N/A*

e. For map amendments:
   1. What is the current Land Use designation and zoning for each affected parcel? R 4-10 and RSF
   2. What is the requested Land Use designation and zoning for each affected parcel? Office and O-35
   3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.
   Sit(s)e: S/F Houses and/or parking lots for DOE and DOE Offices. East: S/F Houses; West: S/F Houses, Office and "C" Store; North: S/F and Neighborhood Retail: South S/F and Catholic Parish.

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? *Previous Special Permits were granted for on-site parking in the west half of the block and at the SEC of Monroe and Wellesley.*

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There are no pending plan updates and state budget constraints require immediate action.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
☐ Yes X No

i. If yes, please answer the following questions:
1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

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Project Narrative Summary

Department of Ecology Map Amendment

The Department of Ecology has purchased the remaining two homes located on the block where the DOE has headquartered in Spokane. Except for a "C" store located at the NW corner of the block, DOE will now have the rest of the block for their use.

These houses are located at the NEC of Princeton and Madison and are addressed as 4502 and 4508 N Madison. The purpose of this request is to enable DOE to relocate their emergency response equipment currently stored in west Spokane near the Waste to Energy Plant. The project would replace the houses with an accessory structure for said storage. Budgeting has been approved and is subject to this zone change prior to permitting, which is now delayed until the spring of 2020. Pending the procedural completion of this annual amendment.

In addition, the DOE will improve the existing parking lots and add a new parking lot immediately south of the existing office building within the current O-35 zone. Those improvements are scheduled for completion by June 30, 2019. A schematic site plan is included showing the proposed parking lot locations and a proposed preliminary site plan of the storage facility.

Finally, as part of the annual amendment, the parking lots that are currently under the approval of a special permit, will be upgraded to the O-35 zone to bring these parcels into compliance with the comprehensive plan and remove the non-conforming classification of said lots.

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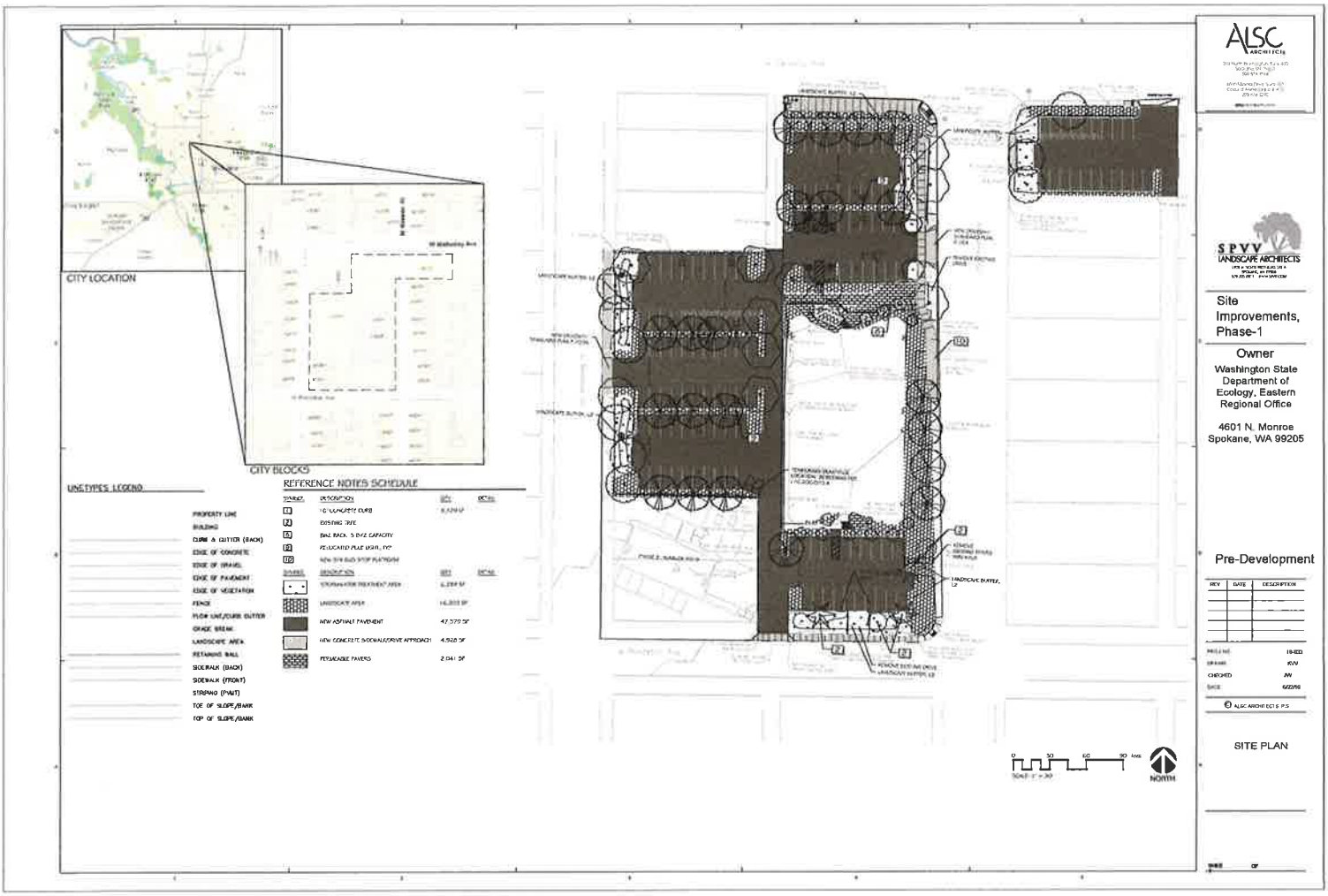

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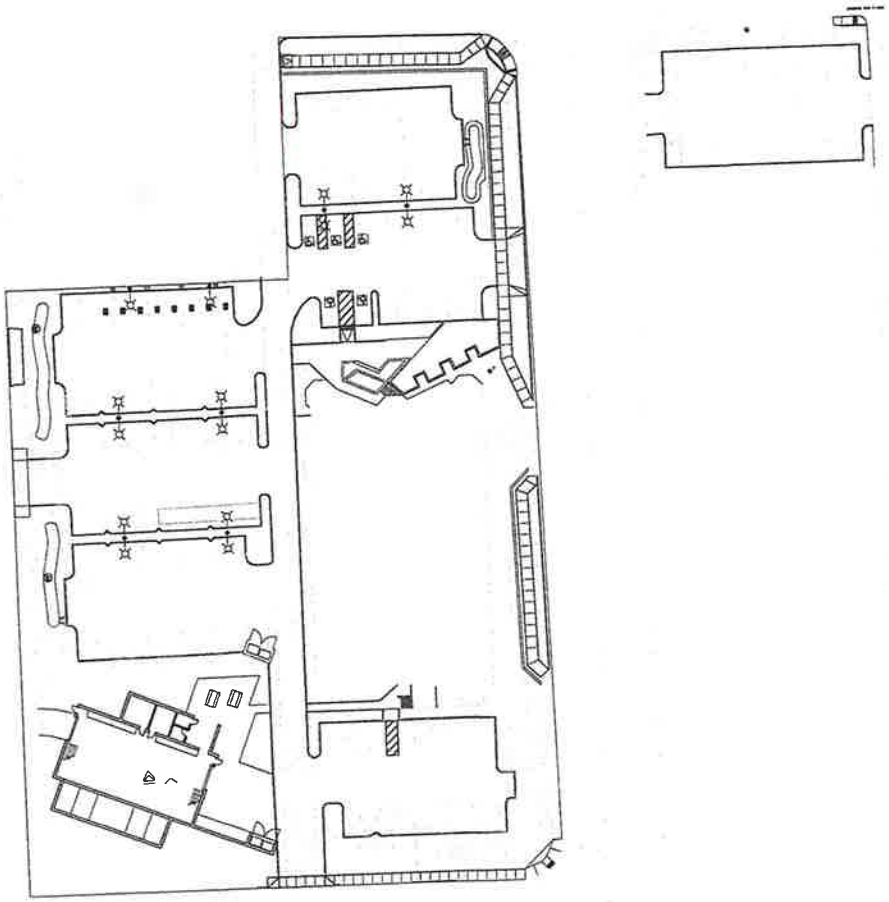
ALSC
ARCHITECTS
203 North Wenatchee Ave Suite 340
Wenatchee, WA 98801
509 888 8568
6600 Mineral Drive Suite 101
Coeur d'Alene, Idaho 83815
208 676 8292



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Project Name

Owner

Project Status

REV	DATE	DESCRIPTION

PROJ NO. Project
DRAWN Author
CHECKED Checker
DATE 02/02/10

© ALSC ARCHITECTS, P S

OVERALL FIRST FLOOR PLAN

A-101

SHEET OF

Measure | More Info

EXISTING ZONES

Tax Parcels | Districts | Permits | Zoning

Click on the image to view larger

Site Address and Owner Info

Most-Recent Sale

Property Info

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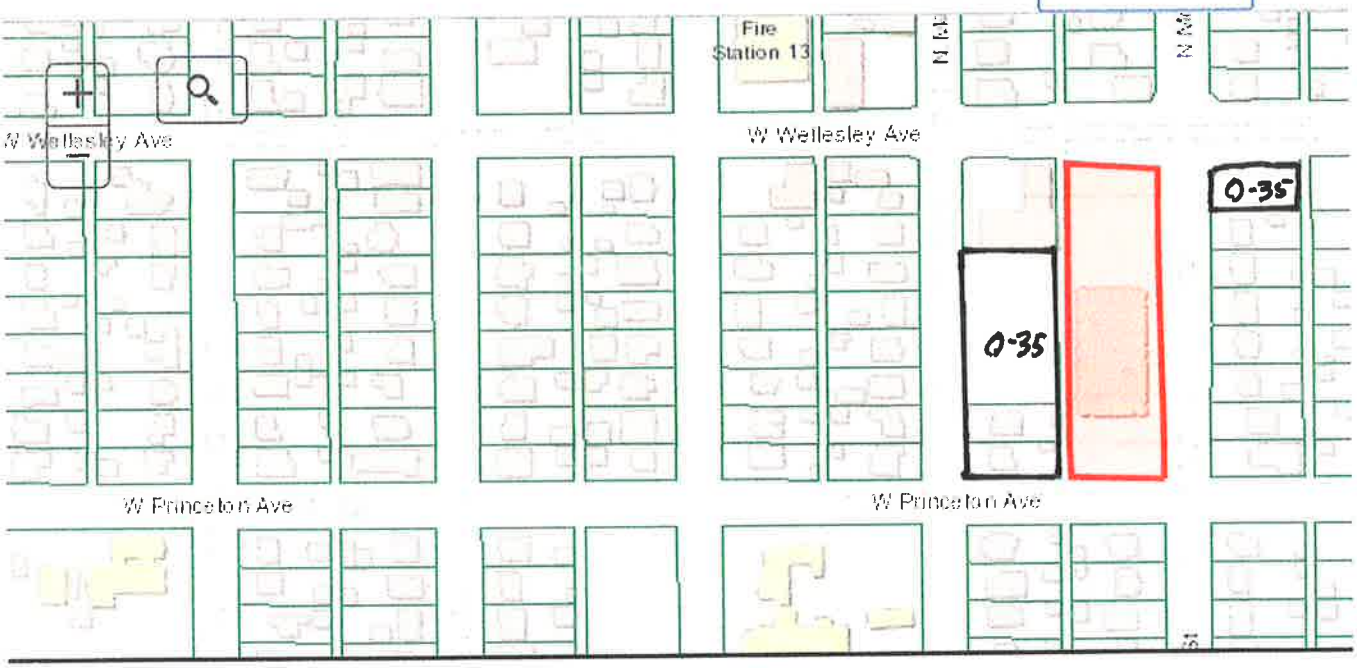
Measure | More Info



Tax Parcels | Districts | Permits | Zoning

PROPOSED ZONES

Click on the image to view larger

Site Address and Owner Info

Most-Recent Sale

Property Info

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dhume@spokane-landuse.com

From: dhume@spokane-landuse.com
Sent: Monday, October 29, 2018 10:51 AM
To: 'Jeff Zabinski'; 'gillflah@comcast.net' ← North Hill NC contacts (THB)
Subject: Another annual amendment coming your way
Attachments: DOE General Application Annual Amendment.doc

Jeff: As you may have heard, the Department of Ecology is expanding their facilities at their Monroe and Wellesley location. In this instance, they acquired the two remaining houses within their block located at the NEC of Madison and Princeton. These will be removed and the emergency response equipment will finally be relocated to that site. In addition, the DOE is improving the parking lots and adding one directly south of the existing office building along the ally and Princeton. That project will be finished by June 30 of 2019. The other storage building won't happen until the spring of 2020 pending the approval of the Office designation.

As you know, the City requires us to interface and go over the application. I could meet (if there's room on your agenda on the November 8th date, or the December 13th date. Let me know what works for you.

Regards

Dwight J Hume
Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

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Comprehensive Plan Amendments

Full Review

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Z18-884COMP DOE

MAR 11 2019

Neighborhood and Planning Services

Full Review & Fees for Applications approved for Annual Amendment Work Program:

This "Full Review" application and full payment of fees is required to be completed and filed with City of Spokane within 15 days of council action by all applicants when proposals have been added to the "Annual Comprehensive Plan Amendment Work Program" by City Council Resolution.

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your applications chances of being reviewed during this amendment cycle. Answers to these questions will assist in review of the criteria in SMC 17G.020.030.

1. Describe the nature of the proposed amendment and explain if there is any change from the early threshold review application. *The applicant needs the subject parcels changed to Office from Residential 4-10 to accommodate a storage facility for emergency response equipment. The Docketing Committee and Council recommended that the parcel located at the SE corner of Monroe and Wellesley not be included in the cross-over to Office to prevent a trend to Office within that block.*

2. How will the proposed change provide a substantial benefit to the public? *The current storage of this emergency response equipment is located off campus in Airway Heights, imposing a delayed response from the home office to the incident.*

3. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies. *The application is consistent with the Comprehensive Plan as the existing adjacent facility for DOE is zoned Office.*

4. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with GMA and other applicable state and federal guidelines.*

5. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and

provide supporting documents, reports or studies. *The proposal is consistent with CWPP and existing adopted land use policies.*

6. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? Are there other infrastructure implications that may be relevant given the review criteria in SMC 17G.020.030(C)? *No*

7. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. *No*

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Project Narrative Summary

Department of Ecology Map Amendment

The Department of Ecology has purchased the remaining two homes located on the block where the DOE has headquartered in Spokane. Except for a "C" store located at the NW corner of the block, DOE will now have the rest of the block for their use.

These houses are located at the NEC of Princeton and Madison and are addressed as 4502 and 4508 N Madison. The purpose of this request is to enable DOE to relocate their emergency response equipment currently being stored in west Spokane near the waste to energy plant. The project would replace the houses with an accessory structure for said storage. Budgeting has been approved and is subject to this zone change prior to permitting, which is now delayed until the spring of 2020, pending the procedural completion of this annual amendment.

In addition, the DOE will improve the existing on-site parking lots. Those improvements are scheduled for completion by June 30, 2019. A schematic site plan is included showing the proposed parking lot locations and a proposed preliminary site plan of the storage facility.

Finally, as part of the annual amendment, the parking lots that are currently under the approval of a special permit, will be upgraded to the O-35 zone to bring these parcels into compliance with the comprehensive plan and remove the non-conforming classification of said lots. Except that, during the Docketing Committee review, the committee recommended that the DOE parking lot located separately on the SEC of Monroe and Wellesley, be left as an RSF/Special Permit parking area so as to avoid future Office expansion within that block.

End of Narrative

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Section 17G.020.030
Final Review Criteria

18-884COMP DOE

A. Regulatory Changes.
Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.

B. GMA.
The change must be consistent with the goals and purposes of the state Growth Management Act.

The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.

C. Financing.
In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.

D. Funding Shortfall.
If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

No impacts will occur to require a shortfall to service levels from this proposed amendment.

E. Internal Consistency.

1).The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For

example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

The proposed expansion of the existing Office designation is inconsequential to the internal and applicable plans and programs of the City of Spokane.

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Not Applicable

F. Regional Consistency.
All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

The expansion of the existing Office designation is not consequential to Regional Consistency.

G. Cumulative Effect.
All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.
In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

The proposed amendment of 1.02 acres within an existing city block that is trending toward Office, has no cumulative land use impacts.

2) Grouping.
Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

This proposal has no effects on land use type or geographic area. It is bringing the entire DOE complex of on-site operations into zoning compliance.

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H. SEPA.
SEPA review must be completed on all amendment proposals and is described in chapter 17E.050

1. Grouping.
When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

The applicant is unaware of other pending applications. Notwithstanding, this expansion of an existing Office designation has insignificant cumulative impacts

2. DS.
If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities
The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

The proposal has no impacts upon citywide services.

J. UGA.
Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.
Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Office designations are allowed when trending and expanding from an existing Office designation, or when used to make a common use and site consistent in zoning.

b. The map amendment or site is suitable for the proposed designation;

As stated in "a" above, a common zone for a common use within a common site is appropriate.

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

The current map designation recognizes former single-family zones and uses. The ownership is now the DOE and their common operations of Office, parking and storage, thus eliminating some non-conforming uses for parking and accommodating a storage facility for emergency response equipment and supplies. The removal of the two remaining houses within this block is entirely suitable.

2) Rezones Land Use Plan Map Amendments *If approved, the corresponding zone would be O-35 and this would bring all of the DOE ownership within the block to an O-35 zone and eliminate the non-conforming special permit on-site parking lots.*

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Neighborhood and Planning Services

Environmental Checklist

File No. Z18-884COMP

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.

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A. BACKGROUND

1. Name of proposed project, if applicable: **Department of Ecology Annual Amendment**

2. Name of applicant: **Department of Ecology**

3. Address and phone number of applicant or contact person: **Dwight Hume**
9101 N Mt. View Lane, Spokane WA 99218, 509-435-3108

4. Date checklist prepared: **October 2018**

5. Agency requesting checklist: **City of Spokane Planning Services**

6. Proposed timing or schedule (including phasing, if applicable): **Upon Completion of this amendment and zone change, spring 2020.**

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **Yes, the existing parking lots will be upgraded, and a new parking lot added within the current Office designation located south of the existing DOE Office building.**

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. **No**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. **Non-project action. To be determined at time of building permit.**

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. **Yes, parking lot improvements as stated above.**

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10. List any government approvals or permits that will be needed for your proposal, if known. **Amend designation to Office, zone change to O-35; building permits, landscape plan approval; drainage plan review and approval.**

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. **Change designation to Office at 4502 and 4508 N Madison; convert to accessory structure to store emergency response equipment for DOE.**

12. Location of the proposal. Give sufficient information to 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 required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **The existing houses are located at the NEC of Madison and Princeton.**

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.)

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

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to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).
Non-project action. To be determined at time of building permit.

(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?
Non-project action. To be determined at time of building permit.

(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.
Non-project action. To be determined at time of building permit.

(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?
Non-project action. To be determined at time of building permit.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?
Non-project action. To be determined at time of building permit.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts?
Non-project action. To be determined at time of building permit.

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TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

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1. Earth

a. General description of the site (circle one): ***flat,*** *rolling, hilly, steep slopes, mountains, other:*

b. What is the steepest slope on the site (approximate percent slope)? **N/A**

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 prime farmland. **Non-project action. To be determined at time of building permit.**

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d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **Non-project action. To be determined at time of building permit.**

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:
Non-project action. To be determined at time of building permit.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Non-project action. To be determined at time of building permit.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project action. To be determined at time of building permit.**

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:
Non-project action. To be determined at time of building permit.

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2. Air

a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. ___
Non-project action. To be determined at time of building permit.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
No

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c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Non-project action. To be determined at time of building permit.

3. Water

a. SURFACE:

(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.
N/A

(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. **N/A**

(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.
N/A

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(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
N/A

(5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.
N/A

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(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.
N/A

b. GROUND:

(1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
Non-project action. To be determined at time of building permit.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.
Non-project action. To be determined at time of building permit.

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.

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Non-project action. To be determined at time of building permit.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

Non-project action. To be determined at time of building permit.

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.
Non-project action. To be determined at time of building permit.

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4. Plants

a. Check or circle type of vegetation found on the site:

_____ Deciduous tree: *alder, maple, aspen, other.*

_____ Evergreen tree: *fir, cedar, **pine**, other.*

_____ **Shrubs**

_____ **Grass**

_____ Pasture

_____ Crop or grain

_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

_____ Water plants: *water lilly, eelgrass, milfoil, other.*

_____ Other types of vegetation.

b. What kind and amount of vegetation will be removed or altered? **Non-project action. To be determined at time of building permit.**

c. List threatened or endangered species known to be on or near the site. **None**

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if

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any: **Non-project action. To be determined at time of building permit.**

5. Animals

a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle,* ***songbirds****, other*:
mammals: *deer, bear, elk, beaver, other*:
fish: *bass, salmon, trout, herring, shellfish, other*:
other:

b. List any threatened or endangered species known to be on or near the site.
None

c. Is the site part of a migration route? If so, explain.
No

d. Proposed measures to preserve or enhance wildlife, if any:
None

6. Energy and natural resources

a. What kinds or energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **Non-project action. To be determined at time of building permit.**

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
Non-project action. To be determined at time of building permit.

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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:
Non-project action. To be determined at time of building permit.

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. **Non-project action. To be determined at time of building permit.**

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(1) Describe special emergency services that might be required.
Non-project action. To be determined at time of building permit.

(2) Proposed measures to reduce or control environmental health hazards, if any:
Non-project action. To be determined at time of building permit.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Non-project action. To be determined at time of building permit.

(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.
Non-project action. To be determined at time of building permit.

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(3) Proposed measure to reduce or control noise impacts, if any:
Non-project action. To be determined at time of building permit.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?
Site: S/F Dwellings, DOE Office and associated parking lots; NW: "C" Store and retail; West: Office and S/F; North: S/F and Retail; South: S/F and Church; East: S/F.

b. Has the site been used for agriculture? If so, describe. **No**

c. Describe any structures on the site. **SF Dwellings**

d. Will any structures be demolished? If so, which? **Yes, both houses and accessory structures to be removed.**

e. What is the current zoning classification of the site? **RSF**

f. What is the current comprehensive plan designation of the site? **R 4-10**

g. If applicable, what is the current shoreline master program designation of the site?
N/A

h. Has any part of the site been classified as a critical area? If so, specify. **No**

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i. Approximately how many people would reside or work in the completed project?

Non-project action. To be determined at time of building permit.

j. Approximately how many people would the completed project displace? **Two families**

k. Proposed measures to avoid or reduce displacement impacts, if any: **One renter is being relocated**

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Compliance with applicable development standards

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9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. **N/A**

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **2**

c. Proposed measures to reduce or control housing impacts, if any: **None**

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? **Non-project action. To be determined at time of building permit.**

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b. What views in the immediate vicinity would be altered or obstructed? **None**

c. Proposed measures to reduce or control aesthetic impacts, if any: **Compliance with applicable development standards**

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Non-project action. To be determined at time of building permit.**

b. Could light or glare from the finished project be a safety hazard or interfere with views? **No**

c. What existing off-site sources of light or glare may affect your proposal? **None**

d. Proposed measures to reduce or control light and glare impacts, if any: **Indirect lighting and downcasting of outdoor lighting.**

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? **N/A**

b. Would the proposed project displace any existing recreational uses? If so, describe. **No**

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c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None**

13. Historic and cultural preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. **No**

b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
None

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c. Proposed measures to reduce or control impacts, if any:
None

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **Monroe to Princeton to Madison or Wellesley to Madison to Princeton.**

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **Yes**

c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-project action. To be determined at time of building permit.**

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d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**

e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. **No**

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project action. To be determined at time of building permit.**

(Note: to assist in review and if known indicate vehicle trips during PM peak,
AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: **Non-project action. To be determined at time of building permit.**

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15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **No**

b. Proposed measures to reduce or control direct impacts on public services, if any: **None**

16. Utilities

a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer,*** *septic system, other:*

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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. **Non-project action. To be determined at time of building permit.**

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: 10/29/18 Signature: [signature]

Please Print or Type:

Proponent: **Dwight Hume** Address: **9101 N Mt. View Lane**

Phone: **509-435-3108** **Spokane WA 99218**

Person completing form (if different from proponent): **Same** Address:

Phone:

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Staff member(s) reviewing checklist:

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.

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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?
   Non-project action. To be determined at time of building permit.

   Proposed measures to avoid or reduce such increases are:
   Non-project action. To be determined at time of building permit.

2. How would the proposal be likely to affect plants, animals, fish or marine life?
   None

   Proposed measures to protect or conserve plants, animals, fish or marine life are:
   None

3. How would the proposal be likely to deplete energy or natural resources?
   No impacts

   Proposed measures to protect or conserve energy and natural resources are:
   None

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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?
No

Proposed measures to protect such resources or to avoid or reduce impacts are:
None

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 proposal will not affect adjacent land use because of the existing land use pattern and/or separation from other S/F uses by streets.

Proposed measures to avoid or reduce shoreline and land use impacts are:
Development per applicable development standards of the City of Spokane.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
No impacts

Proposed measures to reduce or respond to such demand(s) are:
None

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.
No conflicts with other state or federal regulations.

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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: 10/29/18 Signature: D Hume

Please Print or Type:

Proponent: **Dwight Hume** Address: **9101 N Mt. View Lane**

Phone: **509-435-3108** **Spokane WA 99218**

Person completing form (if different from proponent): _____

SAME Address: _____

Phone: _____ _____

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Staff member(s) reviewing checklist: _____

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.

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-884COMP

PROPONENT: Washington State Department of Ecology (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: This proposal is to change parcels 35062.3609, 35062.3610, and 35062.3619 from "Residential 4-10 Land Use" and RSF zoning to "Office Land Use" and O-35 zoning (same as adjacent parcel to the east). The subject parcels are approximately 37,000 square feet (0.85 acre) total. No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:
The subject site is three parcels located on the northeast corner of North Madison Street and West Princeton Avenue, (4502-4508 N Madison St and 4601 N Monroe St / parcels 35062.3609, 35062.3610, and 35062.3619). The concerned property totals approx. 37,000 square feet (0.85 acre).

Legal Description: Lots 10 through 15 of Block 36, Monroe Park Addition in the City of Spokane, County of Spokane, Washington State.

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 regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

****

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019 **Signature:**

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this 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.

****

MEMORANDUM

CITY OF SPOKANE

DEVELOPMENT SERVICES CENTER

DATE: April 23, 2019

TO: Nathan Gwinn, Assistant Planner

FROM: Eldon Brown, P.E., Principal Engineer – Development Services Center

File No: Z18-884COMP

SUBJECT: Comprehensive Plan Land Use Plan Map Amendment – 4502-4508 N Madison St and 4601 N Monroe St (Department of Ecology) change from RSF to O-35

APPLICANT: Department of Ecology, C/O Fran Huntington, Facilities Manager

Comp Plan Amendment Comments

1. Currently, no conflicts with city utilities (sewer and water) are foreseen by a land use zoning change as per this proposal. Sewer and Water is available in the area. Future development will require a review of existing public water and sewer before concurrency for the development is reached.
2. Compliance to SMC 17.060D *Stormwater Facilities* is required and will be reviewed at the time of development application(s).

cc: Development Services File
Kris Becker, P.E., Manager, Development Services
Mike Nilsson, P.E., Senior Engineer, Development Services
Patty Kells, Traffic Engineering Assistant, Development Services

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Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use Plan Map Amendment File No. Z18-884COMP (WASHINGTON STATE DEPARTMENT OF ECOLOGY)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 4-10" to "Office" for a 0.85-acre area located at 4502-4508 N Madison St. The implementing zoning designation requested is to change to Office with 35-foot height limit (O-35).

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z18-884COMP (the "Application") was submitted in a timely manner for review during the City's 2018/2019 amendment cycle.

D. The Application seeks to amend the land use designation for a 0.85-acre area located near Wellesley Ave and Madison St from "Residential 4-10" to "Office" with a corresponding change in zoning from Residential Single-Family (RSF) to Office with a 35-foot height limit (O-35). The owner of the Property also owns parcel immediately to the east of the Property resulting in common ownership holding that spans the area between the Property and Monroe St.

E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

F. On January 15, 2019, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.

G. On February 25, 2019, the City Council adopted Resolution RES 2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.

H. Thereafter, on April 5, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.

I. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60-day public comment period. The City did not receive any negative comments regarding the Application.

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J. On June 6, 2019, the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

K. On June 26, 2019, the Spokane City Plan Commission held a workshop to study the Application.

L. On August 27, 2019, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 10, 2019. No comments on the SEPA determination were received.

M. On August 29, 2019, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

N. On August 28 and September 4, 2019, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.

O. On August 28, 2019, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property.

P. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the application.

Q. On September 11, 2019, the Plan Commission held a public hearing on the Application, and concluded its deliberations.

R. Nobody testified in opposition to the Application and the City did not receive any adverse comments from the public or otherwise regarding the Application.

S. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

T. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

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U. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .
>
> Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

V. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.5 concerning the establishment of Office land uses in the City and that the subject property meets the requirements for designation of office uses outside of established Centers or Corridors, as the property is in an area experiencing a trend of office development and office uses would be an adequate transitional use between the more intense uses to the north and the residential uses to the west, south, and east of the subject properties.

W. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z18-884COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2019 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant

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six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z18-884COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of the Washington State Department of Ecology to change the land use plan designation on 0.85 acres of land from "Residential 4-10" to "Office" with a corresponding change of the implementing zoning to O (Office), as based upon the above listed findings and conclusions, by a vote of 7 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorized the President to prepare and sign on the Commission's behalf a written decision

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setting forth the Commission's findings, conclusions, and recommendation on the Application.

DocuSigned by:
Gregory F Francis
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Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission

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Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use Plan Map Amendment File No. Z18-884COMP (WASHINGTON STATE DEPARTMENT OF ECOLOGY)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 4-10" to "Office" for a 0.85-acre area located at 4502-4508 N Madison St. The implementing zoning designation requested is to change to Office with 35-foot height limit (O-35).

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z18-884COMP (the "Application") was submitted in a timely manner for review during the City's 2018/2019 amendment cycle.

D. The Application seeks to amend the land use designation for a 0.85-acre area located near Wellesley Ave and Madison St from "Residential 4-10" to "Office" with a corresponding change in zoning from Residential Single-Family (RSF) to Office with a 35-foot height limit (O-35). The owner of the Property also owns parcel immediately to the east of the Property resulting in common ownership holding that spans the area between the Property and Monroe St.

E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

F. On January 15, 2019, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.

G. On February 25, 2019, the City Council adopted Resolution RES 2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.

H. Thereafter, on April 5, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.

I. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60-day public comment period. The City did not receive any negative comments regarding the Application.

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J. On June 6, 2019, the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

K. On June 26, 2019, the Spokane City Plan Commission held a workshop to study the Application.

L. On August 27, 2019, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 10, 2019. No comments on the SEPA determination were received.

M. On August 29, 2019, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

N. On August 28 and September 4, 2019, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.

O. On August 28, 2019, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property.

P. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the application.

Q. On September 11, 2019, the Plan Commission held a public hearing on the Application, and concluded its deliberations.

R. Nobody testified in opposition to the Application and the City did not receive any adverse comments from the public or otherwise regarding the Application.

S. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

T. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

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U. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .
>
> Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

V. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.5 concerning the establishment of Office land uses in the City and that the subject property meets the requirements for designation of office uses outside of established Centers or Corridors, as the property is in an area experiencing a trend of office development and office uses would be an adequate transitional use between the more intense uses to the north and the residential uses to the west, south, and east of the subject properties.

W. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z18-884COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2019 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant

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six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z18-884COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of the Washington State Department of Ecology to change the land use plan designation on 0.85 acres of land from "Residential 4-10" to "Office" with a corresponding change of the implementing zoning to O (Office), as based upon the above listed findings and conclusions, by a vote of 7 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorized the President to prepare and sign on the Commission's behalf a written decision

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setting forth the Commission's findings, conclusions, and recommendation on the Application.

DocuSigned by:
Gregory F Francis
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Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission

Agenda Sheet for City Council Meeting of: 11/11/2019		**Date Rec'd**	10/28/2019
		Clerk's File #	ORD C35841
		Renews #	
Submitting Dept	PLANNING	**Cross Ref #**	
Contact Name/Phone	KEVIN 625-6184	**Project #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORF	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 – TEXT AMENDMENT – TRANSIT SUPPORTED DEVELOPMENT		

Agenda Wording

An Ordinance relating to application Z18-958COMP amending Chapter 3 of the Comprehensive Plan to include a new policy encouraging transit-supported development near high-performance transit stops. This proposal is city-sponsored.

Summary (Background)

This proposal would add a new policy, LU 4.6, encouraging Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan. This proposal is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment & has recommended approval of the amendment

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	10/10/2019
Division Director	DUVALL, MEGAN	**Other**	
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ngwinn@spokanecity.org	
Additional Approvals		dhume@spokane-landuse.com	
Purchasing		jrichman@spokanecity.org	
		htrautman@spokanecity.org	
		tsanders@spokanecity.org	
		jchurchill@spokanecity.org	

STAFF REPORT ON COMPREHENSIVE PLAN
TEXT AMENDMENT APPLICATION
Proposed Transit-Supported Development Policy; File Z18-958COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This application, sponsored by Council President Stuckart and initiated by the Spokane City Council, proposes a new policy, LU 4.6, Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan. The new policy would call for the City to encourage transit-supported development within the vicinity of high-performance transit (HPT) stops in the City of Spokane.

II. GENERAL INFORMATION

Agent/Applicant:	Council President Ben Stuckart, on behalf of the Spokane City Council
Location of Proposal:	Various locations near high-performance transit lines within the city of Spokane
Zoning/Land Use Plan Designation:	Varies
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was issued on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Kevin Freibott, Planner II, kfreibott@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION

A. Site Description: The proposal would not directly affect any locations. However, future Land Use Plan Map and development regulation changes could be adopted by the City in the future as a result of this new policy. These changes would occur within the general vicinity of HPT lines in the City, depending on local conditions and opportunities. Specific land use amendments would be designed in the future and may or may not affect any properties along any individual HPT line.

B. Proposal Description: Pursuant to the procedures provided in chapter 17G.060 Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the City Council has proposed a text amendment to the Comprehensive Plan, Chapter 3, Land Use. The proposal would add policy text and discussion text

outlining the need to encourage transit-supported development within the vicinity of HPT stops, likely to include increased density, public amenities, and changes in use. The proposal does not include any specific plans for development or improvement to any property. Future land use plan map and municipal code amendments would be subject to the requirements of the Comprehensive Plan and the Spokane Municipal Code (SMC) regarding such actions at the time of their development and consideration.

C. Existing and Proposed Text: See Exhibit 1 for the full text of the proposed policy. Note that the original proposal has been modified by Plan Commission by unanimous motion on their meeting on July 24, 2019. Exhibit 2 indicates the changes made to the text by the Plan Commission motion.

D. Policy History: The Comprehensive Plan has included a number of policies related to transportation and transit as they relate to land use since the original adoption. However, the concept of HPT has been developed in recent years by transit providers. While transit availability has been an integral part of land use planning in the city, HPT provides for a unique set of opportunities when more frequent use and new ridership technologies like simultaneous boarding, real-time signage, and other typical HPT amenities are considered.

E. Application Process:

- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution (RES 2019-0011) on February 25, 2019;
- Notice of Application was posted and published on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and emailed by August 28, 2019;
- Notice of Public Hearing to be published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. One agency/city department comment was received regarding this application (see Exhibit 6):

- City of Spokane, Development Services

Notice of this proposal was also sent to the City's neighborhood councils. Notice was posted in the Downtown library branch, and published in the Spokesman Review. One comment was received from members of the public at large prior to the comment deadline, included in this report as Exhibit 7.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.

2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section 17G.020.030 establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed policies and the goals and purposes of the GMA. As such, the proposal meets this criterion.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The proposed policy does not include any direct changes to land use and development regulations in the City, though future such amendments may be proposed in later amendment cycles in order to implement this policy. Any subsequent development of sites modified by future land use/development regulations enacted as a result of this policy would be subject to a concurrency determination pursuant to SMC 17D.010.020. As such, staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As described in item "C" above, implementation of the concurrency requirement as well as applicable development regulations and transportation impact fees will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, and that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in

corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of any site tied to this application. The proposal does not result in any non-conforming uses or development. Staff finds no reason to indicate that the proposed policy would conflict with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional demand for infrastructure or capital expenditures by the City would be directly created by this non-project action. Future actions would be subject to additional review and analysis at the time they are proposed. As such, it is not expected that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The proposed policy would not directly result in any development projects or changes to infrastructure or other physical features typically addressed by Neighborhood Plans. Future changes to land use and/or development regulations enacted as a result of this policy would be subject to a review and consideration of neighborhood plans on a case-by-case basis as those changes are considered as part of the sub-area planning process described by the policy.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 8 of this report which relate to the proposed policy. In general, the proposal supports several comprehensive plan policies and is not in direct conflict with any.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: The proposal is expected to be consistent with current Comprehensive Plan policy as discussed in item E.1 above. The proposed policy may result in additional land use and development regulation changes in the future in order to implement the policy, though none are proposed at this time. Pursuant to SMC 17G.025.010, the City must find that any future development regulation amendments are consistent with the Comprehensive Plan before approving them. Likewise, any future land use changes as a result of this policy must consider consistency with the existing Comprehensive Plan, per SMC 17G.020.030.E.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the

countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed amendment is consistent with the various requirements for land use planning in the CWPPs, including the need for establishing efficient land use, providing certainty to capital facilities, and allowing timely extension of services and utilities for new development. Furthermore, no comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. Therefore, the proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. The three map amendment proposals are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application, though their impacts are less direct. However, the proposed text amendments could not affect the map amendments as they would only apply to future land use amendments, not those currently under consideration. As such, the applications would not affect each other in any cumulative fashion and the proposals meet this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: While the proposal would not modify land use or density immediately, it's conceivable that future land use or development regulation modifications may result from this policy. Any development that occurs following those changes will be subject to a concurrency determination pursuant to SMC 17D.010.020, which will establish whether sufficient services are available to serve that development. Therefore, staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. […]

Staff Analysis: The proposal represents a new policy intended to address the opportunity created by a new transit methodology which was not available or fully developed during the original drafting of the Comprehensive Plan. While the Comprehensive Plan currently includes policies and guidance for HPT (see Exhibit 8), the land use opportunities presented by HPT were not yet included. The proposed policy language was included in the Central City Line Strategic Overlay Plan and was identified as additional recommended policy language to accommodate and take advantage of the land use opportunities raised by HPT in the City of Spokane. As such, staff finds that the proposal meets this criterion.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: The proposal does not involve a change to the land use plan or zoning map. Consequently, this section does not apply.

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all

affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: As this proposal does not include a map amendment, this criterion does not apply. Future map amendments would be subject to this criterion at the time of their consideration by the City.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the text of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section 17G.020.030.

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the text of Chapter 3, Land Use, of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the text of Chapter 3 of the City's Comprehensive Plan for the subject text amendment in Exhibit 1.

IX. LIST OF EXHIBITS

1. Proposed Policy Text
2. Originally Proposed Text, Showing Changes
3. Application Materials
4. SEPA Checklist
5. SEPA Determination of Non-Significance
6. Agency Comment
7. Public Comment
8. Applicable Comprehensive Plan Policies

Exhibit 1 – Final Proposed Policy Text

Following public input and Plan Commission discussion about the text, the Plan Commission voted unanimously to amend the proposed policy text to read as follows. The text shown here is the current text to be considered by the Plan Commission at their hearing on September 11, 2019.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

Exhibit 2 – Original Proposal with Modifications

The following text shows the original proposed text from the Central City Line Strategic Overlay Plan with changes made by the Plan Commission marked with omitted text in ~~strikethrough~~ and new text underlined.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops ~~corridors and other transit corridors with service of at least every 15 minutes during weekdays~~.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures would be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

Changed to "stops" only, as some HPT routes would not stop outside the downtown and thus don't require additional development in the City to support them.

New paragraph to outline how the City might encourage transit-supported development (summarizes the recommendations of the Central City Line Strategic Overlay Plan).

Because 15-minute service does not always include the increased amenities that HPT does, it may not be appropriate to encourage transit-supported development in these areas. By limiting it to HPT stops, the City can ensure that the transit service will remain long term and will attract necessary riders.

SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Ben Stuckart
Council President

December 17, 2018

Tirrell Black
Planning Department, City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Dear Tirrell:

I am writing to submit an application for a text amendment to the Comprehensive Plan. This amendment consists of a new policy in section 4 (Transportation) of the Land Use chapter (Chapter 3), and is intended to implement the recommendations of STA's Central City Line ("CCL") Strategic Overlay Plan. The text of each of this new policy is as follows:

[PROPOSED] Policy LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.
Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

In order to implement this strategy, consistent with the recommendations of the Central City Line Strategic Overlay Plan adopted by resolution in 2016, I am proposing a work plan item in order to develop and implement high-performance transit overlay zone(s) or district(s) within the Central City Line ("CCL") corridor area as called for in the Spokane Transit Authority's ("STA") Central City Line plans and route alignment.

Overlay zones/districts modify the underlying zoning or land use plan to achieve certain goals. A transit overlay zone or district can improve walkability, enhance neighborhood character, encourage a mix of different uses, and ensure urban-scale housing densities. In the CCL corridor, an overlay district or zone can also be used to apply development incentives that reduce the costs of development, making it more likely for a project to "pencil out" (*i.e.*, be financially feasible). Rental rates within the CCL corridor are relatively low, which means that new development is less likely to be financially feasible. Incentives can help close that feasibility gap and make projects happen.

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Ben Stuckart
Council President

Overlay zone(s) or district(s) could be developed for property within the entire CCL corridor or only within certain areas, such as within a certain distance from specified permanent CCL stations. Some or all of the characteristics and incentives applicable within CCL overlay zone(s) or district(s) could also be later made applicable to other high-performance transit network areas as the network expands throughout Spokane.

In general, new development within a high-performance transit overlay zone or district should be required to meet the stricter standard as between the overlay zone or district and the underlying base zone. For example, if the overlay zone or district requires 10-foot minimum sidewalk widths, and the underlying base zone requires 5-foot minimum sidewalk widths, the overlay zone or district's 10-foot minimum would prevail.

This proposed change to the text of the Comprehensive Plan and attendant work plan item request are being presented as a single Comprehensive Plan amendment application because they both concern a single topic (transit-supported development) and geographic area (the CCL route).

Please see the attached documents, namely: (1) pre-application answers, (2) threshold review application answers, (3) proposed amendment text, and (4) a completed SEPA checklist for your review. If you have any questions or need further information, please reach out to City Council Policy Advisor Brian McClatchey.

Sincerely,

Ben Stuckart
President, Spokane City Council

Encl. (4)

Transit-Supported Development

Proposed Comprehensive Plan Text Amendment

PROPOSED AMENDMENT TEXT

The following text would be added, verbatim, to Chapter 3, Land Use, Shaping Spokane—the 2017 Comprehensive Plan Update. New text is shown underlined. The existing goal LU 4 is shown for reference.

LU 4 TRANSPORTATION

Goal: Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

. . .

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Comprehensive Plan or Land Use Code Amendment

Pre-Application

Rev.20180102

DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es)

- ☑ Comprehensive Plan Text Change
- ☐ Land Use Designation Change
- ☐ Regulatory Code Text Change
- ☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.

b. Why do you feel this change is needed?

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal?

e. For map amendments:
   1. What is the current Land Use designation and zoning for each affected parcel?
   2. What is the requested Land Use designation and zoning for each affected parcel?
   3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal?

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
   ☐ Yes ☐ No

i. If yes, please answer the following questions:
   1. When was the amendment proposal submitted?
   2. Was it submitted as a consistent amendment or an inconsistent amendment?
   3. What were the Plan Commission recommendation and City Council decision at that time?
   4. Describe any ways that this amendment proposal varies from the previously considered version.

Transit-Supported Development

Proposed Comprehensive Plan Text Amendment

PRE-APPLICATION FORM ANSWERS

1.a. The proposed amendment would insert a new policy into Chapter 4, Transportation of Shaping Spokane, the 2017 update to the Comprehensive Plan. This proposed policy and its attendant discussion text call for the City to encourage transit-supported development adjacent to high-performance transit routes.

1.b. This proposed amendment was identified in the Central City Line Strategic Overlay Plan ("the Overlay Plan"), adopted by City Council resolution in September 2016. The Overlay Plan identified certain implementation steps for accommodation of the Central City Line, including a new Comprehensive Plan policy such as this one.

1.c. The proposed amendment supports and augments several existing policies in the Comprehensive Plan, including policy LU 4.1 (Land Use and Transportation), Goal TR-C (accommodate access to daily needs and priority destinations), goal TR-G (maximize public benefits of transportation), and policy TR-19 (plan collaboratively). An efficient and comprehensive transit system is envisioned and supported by the existing Comprehensive Plan. This proposed policy would augment those goals and policies with specific language related to the soon-to-be-implemented Central City Line and the remaining high-performance transit routes STA proposes to install in the city in the near future.

1.d. The only change envisioned by this application is a new policy in Chapter 3, Land Use. Proposed as policy LU 4.6, the following language is proposed:

> **Policy LU 4.6 Transit-Supported Development**
>
> *Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.*
>
> **Discussion**: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

1.e. This question does not apply to text amendments.

1.f. This proposal relates directly to the Overlay Plan described above as well as the Spokane Transit Authority ("STA") Moving Forward Plan. Furthermore, the inclusion of a specialized transit service through downtown Spokane, connecting to adjacent neighborhoods, is described in Fast Forward Spokane, the 2018 Update to the Downtown Plan.

1.g. This proposal, as described in the Overlay Plan, is one of a series of proposals that will accommodate and encourage the use of high-performance transit in the City of Spokane. This proposal is most appropriate at the Comprehensive Plan level as it is necessary to provide policy direction and intent for the later steps. Furthermore, the proposal concerns the City as a whole rather than a single project or property. As such, the most appropriate venue for this change is at the Comprehensive Plan level.

1.h. No. This is the first time this proposal has been made.

1.i. This question does not apply to this proposal.

Unified Development Code Amendments

Threshold Review

Pre-application:

The first step in applying for an amendment to the Unified Development Code which is initiated by persons or entities other than the city, is to submit a threshold review application. Prior to submitting this application, a private applicant is required to schedule a no-fee pre-application conference with staff. Applications are accepted through October 31 each year, during business hours. Applicants are strongly encouraged to make an appointment with Planning Department staff prior to submitting an application.

Description of the Proposed Amendment:

- In the case of a proposed text amendment, please describe the proposed amendment and provide suggested amendment language.

In addition to describing the proposal, please describe how your applications satisfies the threshold review criteria in SMC 17G.025.010, which are restated below. You may need to use a separate piece of paper.

1. Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.
2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.
3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
4. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.
5. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.
6. If this change is directed by state law or a decision of a court or administrative agency, please describe.

Transit-Supported Development

Proposed Comprehensive Plan Text Amendment

THRESHOLD REVIEW APPLICATION ANSWERS

1. This proposal, as described in the Overlay Plan, is one of a series of proposals that will accommodate and encourage the use of high-performance transit in the City of Spokane. This proposal is most appropriate at the Comprehensive Plan level as it is necessary to provide policy direction and intent for the later steps. Furthermore, the proposal concerns the City as a whole rather than a single project or property. As such, the most appropriate venue for this change is at the Comprehensive Plan level.

2. The proposed amendment would provide policy direction and support for later work program items such as the eventual adoption of a high-performance transit overlay and development regulations as envisioned by the Central City Line Strategic Overlay Plan (the "Overlay Plan").

3. The proposed amendment is a single text amendment, previously discussed and vetted during the preparation and eventual adoption by resolution of the Overlay Plan.

4. This threshold criteria does not apply to text amendments.

5. The proposal would add language that augments and enhances language already in the Comprehensive Plan as well as the Countywide Planning Policies, as follows:

    - **Supporting Comprehensive Plan Goals and Policies:**
        - Goal LU 4 – Transportation
            - Policy LU 4.1 – Land Use and Transportation
        - Goal TR-C – Access to Daily Needs and Destinations
        - Goal TR-G – Maximize Public Benefits
            - Policy TR-19 – Plan Collaboratively
    - **Supporting Countywide Planning Policies:**
        - Policy Topic 1 – Urban Growth Areas
            - Urban Policy 9 – High-Capacity Transportation Corridors
        - Policy Topic 5 – Transportation
            - Transportation Policy 11 – Support for Public Transportation

6. The proposed amendment has not been presented to the threshold review process previously.

7. The proposed amendment is not related to a change in state law, nor is it the result of a court or administrative agency decision.

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z18-958COMP

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.

Evaluation for
Agency Use Only

A. BACKGROUND

1. Name of proposed project: Transit-supported development text amendment
2. Applicant: Council President, Ben Stuckart
3. Address: Spokane City Council, 808 W Spokane Falls Blvd.
   City/State/Zip: Spokane, WA 99201 Phone: 509-625-6258
   Agent or Primary Contact: Same
   Address: _____
   City/State/Zip: _____ Phone: _____
   Location of Project: Citywide (Text Amendement)
   Address: _____
   Section: _____ Quarter: _____ Township: _____ Range: _____
   Tax Parcel Number(s) All parcels within City Limits
4. Date checklist prepared: October 31, 2018
5. Agency requesting checklist: Neighborhood and Planning Services Department
6. Proposed timing or schedule (including phasing, if applicable): To be considerd in the 2018-2019 Comprehensive Plan Amendment cycle.

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. STA Central City Line

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. N/A, non-project text amendment.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None.

Evaluation for
Agency Use Only

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. Unknown.

10. List any government approvals or permits that will be needed for your proposal, if known. Comprehensive Plan amendment docketing process approval; Plan Commission recommendation; City Council adoption.

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 proposal would amend the Comprehensive Plan to include one new land use policy to encourage and support transit-supported development. This proposal is intended to amend the City's land use policies in advance of the construction of the Central City Line and to give sufficient time for developers and neighbors to understand the impacts of the Central City Line and the new devleopment options along the route.

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 required to duplicate maps or detailed plans submitted with any permit application related to this checklist. This proposal would have effects city-was, as high-performance transit routes are established and implemented. For further information, see the STA website at http://stamovingforward.com/plan/projects/hpt-service-central-city-line

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.

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). None.

(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? None.

(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. N/A. Non-project text amendment.

(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? None.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?
N/A. Non-project text amendment.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.
N/A. Non-project text amendment.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☐ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: All types. Proposal concerns all parts of the City.

b. What is the steepest slope on the site (approximate percent slope)?
Unknown.

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.
Unknown.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
Unknown.

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:
Various. Proposal concerns entire city.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
N/A, non-project text amendment.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?
N/A, non-project text amendment.

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:
N/A, non-project text amendment.

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. N/A, non-project text amendment.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. N/A, non-project text amendment.

Evaluation for
Agency Use Only

c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A, non-project text amendment.

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. N/A, non-project text amendment.

(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. None--the proposal amends the text of the Comprehenisve Plan only.

(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. N/A, non-project text amendment.

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known. N/A, non-project text amendment.

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. _____
N/A, non-project text amendment.

(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. _____
N/A, non-project text amendment.

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. N/A, non-project text amendment.

(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. None.

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. N/A, non-project text amendment.

(2) Could waste materials enter ground or surface waters? If so, generally describe. N/A, non-project text amendment.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. N/A, non-project text amendment.

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any. None.

Evaluation for
Agency Use Only

4. Plants

a. Check the type of vegetation found on the site: All types. Proposal concerns all parts of the City.

Deciduous tree: ☐ alder ☐ maple ☐ aspen

Other: _____

Evergreen tree: ☐ fir ☐ cedar ☐ pine

Other: _____

☐ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain

☐ Orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: _____

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: _____

Other types of vegetation: _____

b. What kind and amount of vegetation will be removed or altered? _____

None.

c. List threatened and endangered species known to be on or near the site. _____

None/Unknown.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A, non-project text amendment.

e. List all noxious weeds and invasive species known to be on or near the site.
Unknown.

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: Unknown. Proposal concerns all parts of the city.

Birds: ☐ hawk ☐ heron ☐ eagle ☐ songbirds

Other:

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other:

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other:

Other (*not* listed in above categories):

b. List any threatened or endangered animal species known to be on or near the site.
Unknown.

c. Is the site part of a migration route? If so, explain. Unknown.

d. Proposed measures to preserve or enhance wildlife, if any:
N/A, non-project text amendment.

e. List any invasive animal species known to be on or near the site.
Unknown.

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.
N/A, non-project text amendment.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. N/A, non-project text amendment.

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:
N/A, non-project text amendment.

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.
N/A, non-project text amendment.

(1) Describe any known or possible contamination at the site from present or past uses. N/A, non-project text amendment.

(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. None known.

(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. N/A, non-project text amendment.

(4) Describe special emergency services that might be required. None.

(5) Proposed measures to reduce or control environmental health hazards, if any: None.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A, non-project text amendment.

(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. N/A, non-project text amendment.

(3) Proposed measure to reduce or control noise impacts, if any: None.

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. As this proposal would be impelmented city-wide, the proposal concerns all possible land uses.

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? Portions of the City have been used or are used for agriculture. The proposed amendment would not change any existing protections for those uses.

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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: No.

c. Describe any structures on the site. The proposal has no "site" as it concerns a text amendment.

d. Will any structures be demolished? If so, which? No.

e. What is the current zoning classification of the site?
As this proposal would be impelmented city-wide, the proposal concerns all possible zoning classifications.

f. What is the current comprehensive plan designation of the site?
As this proposal would be impelmented city-wide, the proposal concerns all possible designations.

g. If applicable, what is the current shoreline master program designation of the site?
As this proposal would be impelmented city-wide, the proposal concerns all possibl shoreline designations.

Evaluation for
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h. Has any part of the site been classified as a critical area by the city or the county? If so, specify. __
As this proposal would be impelmented city-wide, the proposal concerns all critical areas within the city. However, the proposal would not modify any existing protections for such areas

i. Approximately how many people would reside or work in the completed project? _____
Unknown.

j. Approximately how many people would the completed project displace? _____
None.

k. Proposed measures to avoid or reduce displacement impacts, if any: _____
None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: None.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: _____
None.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. None.

c. Proposed measures to reduce or control housing impacts, if any:
N/A, non-project text amendment.

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? N/A, non-project text amendment.

b. What views in the immediate vicinity would be altered or obstructed? N/A, non-project text amendment.

c. Proposed measures to reduce or control aesthetic impacts, if any: N/A, non-project text amendment.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? ___
N/A, non-project text amendment.

b. Could light or glare from the finished project be a safety hazard or interfere with views? _____
No.

c. What existing off-site sources of light or glare may affect your proposal? _____
N/A, non-project text amendment.

d. Proposed measures to reduce or control light and glare impacts, if any: _____
N/A, non-project text amendment.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? _____
Various. Proposal concerns entire city.

b. Would the proposed project displace any existing recreational uses? If so, describe. _____
No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A, non-project text amendment.

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. Unknown/various.

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. Unknown.

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.
N/A, non-project text amendment.

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
None.

Evaluation for
Agency Use Only

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. The proposed amendment would cocnern any City street designated as a high-performance transit route.

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 Yes. Spokane Transit Authority serves the entire City.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? None.

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). No.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No.

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? N/A, non-project text amendment.

(*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. No.

h. Proposed measures to reduce or control transportation impacts, if any:
None.

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.
N/A, non-project text amendment.

b. Proposed measures to reduce or control direct impacts on public services, if any:
N/A, non-project text amendment.

16. Utilities

a. Check utilities currently available at the site:

- ☑ electricity
- ☑ natural gas
- ☑ water
- ☑ refuse service
- ☑ telephone
- ☑ sanitary sewer
- ☐ septic system

Other: _____

_____

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: _____

None.

_____

_____

_____

Evaluation for
Agency Use Only

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: 1/7/19 Signature: Ben Stuckart

Please Print or Type:

Proponent: Ben Stuckart Address: 808 W Spokane Falls Blvd

Phone: 509-625-6258 Spokane, WA 99201

Person completing form (if different from proponent): Brian McClatchey

Phone: 509-625-6210 Address: 808 W Spokane Falls Blvd

Spokane, WA 99201

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

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.

Evaluation for
Agency Use Only

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 proposed amendment could result in more dense development along high-performance transit routes. This increased density could have the potential to increase these types of emissions/etc. as would any new development.

   Proposed measures to avoid or reduce such increases are: Any such increases would be analyzed on a project-by-project basis as individual building permit applications are submitted to the City for approval.

2. How would the proposal be likely to affect plants, animals, fish or marine life? As densification and redevelopment as a result of this proposal occurs in established, developed parts of the City, the impact to plans, animals, fish, or marine life would be minimal.

   Proposed measures to protect or conserve plants, animals, fish or marine life are: None.

3. How would the proposal be likely to deplete energy or natural resources? See the answer to question 1 above.

   Proposed measures to protect or conserve energy and natural resources are: See the answer to question 1 above.

Evaluation for
Agency Use Only

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 proposal would not directly affect these locations as it concerns a text amendment. However, if development occurs as a result of the proposed policy, each development project could have incremental effects on these areas.

   Proposed measures to protect such resources or to avoid or reduce impacts are: Any potential effects will be analyzed by the City on a project-by-project basis as building permit applications are submitted.

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? Similar to answer 4 above, incremental effects on shorelines might occur as a result of develompent following adoption of the proposed policy.

   Proposed measures to avoid or reduce shoreline and land use impacts are: Any such develompent would be subject to the City's existing protections and limitations on land uses in the shoreline areas.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? The proposed policy concerns development in the vicinity of transit, specifically designed to foster greater use and demand for those transit uses and the attendant benefits resulting from it, such as less vehicle travel, pollution, etc.

   Proposed measures to reduce or respond to such demand(s) are: None.

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 would not conflict with any local, state, or federal law or policy.

Evaluation for
Agency Use Only

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: 1/7/19 Signature: Ben Stuckart

Please Print or Type:

Proponent: Ben Stuckart Address: 808 W Spokane Falls Blvd

Phone: 509-625-6258 Spokane, WA 99201

Person completing form (if different from proponent): Brian McClatchey

Phone: 509-625-6210 Address: Same

FOR STAFF USE ONLY

Staff member(s) reviewing checklist:

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.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-958COMP

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This application, sponsored by Council President Stuckart and initiated by the Spokane City Council, proposes a new policy, LU 4.6, Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan. The new policy would call for the City to encourage transit-supported development within the vicinity of high-performance transit (HPT) stops in the City of Spokane.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:
The proposed policy would be enforced city-wide within the general vicinity of high-performance transit stops in the City of Spokane.

Legal Description: n/a

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 regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

****

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019 **Signat**

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this 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.
****

MEMORANDUM

DEVELOPMENT SERVICES CENTER

DATE: **April 30, 2019**

TO: **Kevin Freibott, Assistant Planner**

FROM: **Eldon Brown, P.E., Principal Engineer – Development Services Center**

File No: **Z18-958COMP**

SUBJECT: **Comprehensive Plan Text Amendment – Policy LU 4.6 Transit-Supported Development**

APPLICANT: **Ben Stuckart, President, Spokane City Council**

Comp Plan Amendment Comments

1. Conflicts with city utilities (sewer, water, stormwater) cannot be foreseen at this time by the proposed Comprehensive Plan Text Amendment for Transit-Supported Development. Future development will require a review of existing public utilities and infrastructure before concurrency for new development is reached.
2. New driveway and business delivery/loading locations may be affected by the overlay zone.
3. Existing ADA accessibility must be protected and new ADA accessibility should be encouraged in the overlay zone.
4. Existing planting strips between the sidewalk and curb, outside of the loading zones, should be maintained and improved to reduce stormwater runoff from sidewalks to the street and to provide a better streetscape.
5. Minimum clear pedestrian paths must be maintained.

cc: Development Services File
Kris Becker, P.E., Manager, Development Services
Mike Nilsson, P.E., Senior Engineer, Development Services
Patty Kells, Traffic Engineering Assistant, Development Services

From:	Carol Tomsic
To:	Black, Tirrell; Gwinn, Nathan; Freibott, Kevin
Cc:	DOUGLAS & MARILYN LLOYD; Sally Phillips; Wittstruck, Melissa; Beggs, Breean; Kinnear, Lori; Stuckart, Ben; Greg Francis
Subject:	Comment on 2018/2019 Comprehensive Plan Updates
Date:	Wednesday, July 24, 2019 10:02:50 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Transit Supported Development - Text Amendment

The Lincoln Heights Neighborhood will be affected by the text amendment. The Monroe/Regal High Performance Transit will connect the South Hill with North Spokane. Our neighborhood will benefit from the proposed mixed-use, transit supported development. The Lincoln Heights Neighborhood District plan supports a pedestrian friendly and walkable economically vibrant neighborhood. Encouraging transit ridership will positively affect pedestrian safety on the traffic-congested 29th Ave.

I support the text amendment and discussion; "mixed use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors." However, the benefits of the proposed text amendment is contrary to the existing Corridor and District Center Type 2 zoning which sadly allows auto-oriented businesses such as drive thru-coffee shops, tire shops and retail auto parts stores on the auto-congested intersection of Regal/29th. I would like an additional text added stating any inappropriate "transit-supported development" adversely affecting a neighborhood and not supported by neighborhood councils be addressed and favorably rectified.

General Commercial Uses Comprehensive Plan Update

I agree that it's necessary to add clarification against establishing new General Commercial areas outside of centers and establish limited exceptions. I'd like to see a text addition that supports a neighborhood council's objection to any development that is contrary their district plans.

Thank you

Carol Tomsic
resident

Exhibit 8 – Related Comprehensive Plan Goals and Policies

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.

Policy LU 3.1 Coordinated and Efficient Land Use

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.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

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. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

GOAL LU 4 TRANSPORTATION

Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

Policy LU 4.1 Land Use and Transportation

Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

Discussion: The GMA recognizes the relationship between land use and transportation. It requires a transportation element that implements, and is consistent with, the land use element. The transportation element must forecast future traffic and provide information on the location, timing, and capacity needs of future growth. It must also identify funding to meet the identified needs. If probable funding falls short of needs, the GMA requires the land use element to be reassessed to ensure that needs are met.

TR GOAL C: ACCOMMODATE ACCESS TO DAILY NEEDS AND PRIORITY DESTINATIONS

Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.

INTENT

Land use type, mix, intensity, and distribution - as a result of on-going development of the city - greatly influences travel choices and decisions on connectivity, placement and investments of transportation facilities. Harmonize the key relationship between the places where people live, work, learn, access essential services, play, and shop and their need to have access to these places. Transportation investments should help drive economic development, energize activity centers, provide greater food security for residents, and produce quality places/neighborhoods/communities that retain value through time. Creating prosperous and walkable neighborhoods that offer opportunities for people to meet and connect means thinking of streets as people places as much as vehicle spaces.

Spokane recognizes that transportation needs and travel choices may change over time as new alternatives become available. Other modes become viable when land uses are planned in a way that connects to multiple travel options and the distance between daily needs are closer. Coordinating appropriate transportation options and land uses is important. Transportation facilities should be maintained and improved in a manner that equitably serves Spokane.

TR GOAL G: MAXIMIZE PUBLIC BENEFITS AND FISCAL RESPONSIBILITY WITH INTEGRATION

Design and maintain a fiscally efficient, environmentally responsible, and socially equitable transportation system that serves its users through coordinated planning and budgeting with other partners and utilities.

INTENT

The City of Spokane recognizes that transportation has a major effect on the environment and that environmental and fiscal stewardship must be a central focus in establishing and maintaining a transportation system that serves both today's users and future generations.

The 2014 Street Levy identified several key elements:

- Street repair needs are perpetual and ongoing investment is critical to maintain our system.
- The City will prioritize projects using an integrated approach that considers all needs in the right of way.
- The City will use a pay-as-you-go approach in maintaining streets.

"The City will focus these dollars on improvements on arterials, including both complete rehabilitation of streets and maintenance work, and will use an integrated approach that incorporates all uses of the right of way to leverage dollars and gain greater community benefits."

The intent is to upgrade the arterial roadway system to an average of "good" condition and maintain them there throughout the 20 years. Work would include everything from major reconstruction to sealing cracks. Other dollars, including those generated through

the vehicle license tab fee, would be dedicated to repairs on residential and other non-arterial streets, and pedestrian improvements.

Spokane will emphasize investments for context-sensitive roadway projects – maintenance, preservation, right-sizing - equitably across the city by seeking funding from a variety of sources and pursuing opportunities for system maintenance revenue for arterials, residential streets, and sidewalks. In addition, the city will remain good stewards of the transportation system by seeking out ways to use cost saving strategies and efficiencies for the best use of the available funds.

Policy TR 19 Plan Collaboratively

Work with partner agencies to achieve a regional transportation plan that meets the goals and requirements of the Growth Management Act (GMA) but also reflects the visions and values of the City of Spokane.

Key Actions

a. Coordinate with SRTC and neighboring jurisdictions on transportation planning, projects and policies to ensure efficient, multi-modal transportation of people and goods between communities regionally.

b. Coordinate the setting and maintaining of transportation level of service standards with other agencies and private providers of transportation to ensure coordination and consistency when possible.

c. Coordinate with WSDOT in areas where Highways of Statewide Significance (HSS) intersect/impact the local roadway network.

d. Use the adopted Countywide Planning Policies (CWPP) as additional guidance for transportation planning.

e. Protect the operations of Fairchild Air Force Base, Spokane International Airport and Felts Field with compatible land use regulations and ensure planning is coordinated and consistent with the airfields' respective Master Plans.

f. Share information between transportation entities on a regular basis and during appropriate phases of projects and comprehensive plan updates and amendments.

g. Coordinate with Spokane Transit Authority to ensure and support an efficient transit system.

ORDINANCE NO. C35841

AN ORDINANCE RELATING TO APPLICATION Z18-958COMP, AMENDING CHAPTER 3 OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A NEW POLICY ENCOURAGING TRANSIT SUPPORTED DEVELOPMENT IN THE VICINITY OF HIGH-PERFORMANCE TRANSIT STOPS IN THE CITY OF SPOKANE.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, the City of Spokane adopted Resolution 2016-0076 recognizing the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures; and

WHEREAS, application Z18-958COMP seeks to add a new policy for Chapter 3, Land Use encouraging transit-supported development in the vicinity of high-performance transit stops, consistent with a recommendation by the Central City Line Strategic Overlay Plan; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held substantive workshops regarding the proposed Comprehensive Plan amendment on June 26 and July 24, 2019; and

WHEREAS, the Spokane Plan Commission modified the proposal at their July 24, 2019 workshop to clarify where development should be encouraged and the process which should be undertaken to do so; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance ("DNS") was issued on August 27, 2019 for the proposed text amendments.

The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the proposed amendments, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, the staff report for Application Z18-958COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-958COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-958COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of Application Z18-958COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-958COMP is approved.

2. Amendment of Chapter 3, Land Use, of the Comprehensive Plan. Chapter 3 is amended to include the following new policy under Land Use Goal 4, Transportation:

   LU 4.6Transit-Supported Development

   Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

   Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____

Council President

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

Assistant City Attorney

_____

Date

_____

Effective Date

DocuSign Envelope ID: DA54447C-E1F7-4208-B58C-ABEEA909AF06

Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use

Text Amendment File No. Z18-958COMP (LU 4.6 – Transit-Supported Development)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment proposal seeking to create a new policy LU 4.6, Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan, regarding support for development that is served by high-performance transit in the City of Spokane.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. On September 2, 2016 the City Council adopted Resolution RES 2016-0076, recognizing the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures.

D. In a letter to staff dated December 17, 2018 Council President Ben Stuckart proposed a new policy in the Comprehensive Plan regarding transit-supported development consistent with the recommendations of the Central City Line Strategic Overlay Plan.

E. The proposal seeks to create a new policy, LU 4.6, calling on the City to support development in the vicinity of high-performance transit stops that would be supported by and take advantage of the greater transit service and demand at those locations.

F. On February 25, 2019 the City Council adopted Resolution RES 2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the proposal in the Work Program.

G. Thereafter, on April 5, 2019 staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the proposal.

H. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60-day public comment period. The City received one written comment in general support of the proposal.

I. On June 6, 2019 the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the proposal, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

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J. On June 26, 2019 the Spokane Plan Commission held a workshop to study the proposal.

K. On July 24, 2019 the Spokane Plan Commission held a second workshop, during which they approved minor amendments to the proposal to clarify where development should be encouraged and how that process should be undertaken.

L. On August 27, 2019 a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the proposal. The deadline to appeal the SEPA determination was September 10, 2019. No comments on the SEPA determination were received.

M. On August 29, 2019 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

N. On August 28 and September 4, 2019 the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.

O. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the proposal, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the proposal recommended approval of the application.

P. On September 11, 2019 the Plan Commission held a public hearing on the proposal and concluded its deliberations on the proposal.

Q. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

R. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the proposal (the "Staff Report").

S. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .

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Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

T. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan.

U. The Plan Commission finds that the proposal meets the demonstration of need described in SMC 17G.020.030.K as it relates to policy adjustments, in that the proposal would provide additional guidance as to the implementation of the policies and vision provided by the Comprehensive Plan.

V. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the proposal File No. Z18-958COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The proposal was included in the 2019 Annual Comprehensive Plan Amendment Work Program.

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The proposal is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the proposal will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the proposal is internally consistent within the meaning of SMC 17G.020.030E.

6. The proposal is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the reginal transportation plan, and official population growth forecasts.

7. The proposal has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan

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Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the proposal will be mitigated by enforcement of the City's development regulations.

9. The proposal will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The proposal represents a new policy and is in conformance with the appropriate demonstration of need identified for amendments to the comprehensive plan.

RECOMMENDATIONS:

In the matter of Z18-958COMP, a request by the Spokane City Council to create a new policy LU 4.6, Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan, as based upon the above listed findings and conclusions, by a vote of 7 to 0, the Plan Commission recommends to City Council the APPROVAL of the requested amendment to Chapter 3, Policy LU 4.6, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the proposal.

DocuSigned by:
Gregory F Francis
DF6D3C2836764CA...

Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission

Agenda Sheet for City Council Meeting of: 0		Date Rec'd	10/28/2019
		Clerk's File #	ORD C35842
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	KEVIN 625-6184	Project #	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORF	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	: 0650 – TEXT AMENDMENT – GENERAL COMMERCIAL USES POLICY		

Agenda Wording

An Ordinance relating to application Z19-002COPM amending policy LU 1.8, General Commercial Uses, in Chapter 3, Land Use, of the Comprehensive Plan. This proposal is city-sponsored.

Summary (Background)

This proposal would amend policy LU 1.8 to clarify the establishment of new Genera Commercial uses in the City and modifying conditions under which those uses can be placed outside of Centers or Corridors. This proposal is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	10/10/2019
Division Director	DUVALL, MEGAN	Other	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ngwinn@spokanecity.org	
Additional Approvals		dhume@spokane-landuse.com	
Purchasing		jrichman@spokanecity.org	
		htrautman@spokanecity.org	
		tsanders@spokanecity.org	
		jchurchill@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

STAFF REPORT ON COMPREHENSIVE PLAN
TEXT AMENDMENT APPLICATION
POLICY LU 1.8 GENERAL COMMERCIAL USES; File Z19-002COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This application, sponsored by Council Member Candace Mumm and initiated by the Spokane City Council, proposes to amend the text of Policy LU 1.8 General Commercial Uses in Chapter 3, Land Use, of the Comprehensive Plan. The proposal attempts to clarify the Comprehensive Plan's focused growth strategy as it relates to directing new commercial growth to Centers and Corridors.

II. GENERAL INFORMATION

Agent/Applicant:	Council Member Candace Mumm, on behalf of the Spokane City Council
Location of Proposal:	Various locations near existing General Commercial Land Use Plan Map Designations within the city of Spokane
Land Use Plan Designation:	This proposed amendment applies to property that is currently or may in the future be designated as "General Commercial" on the Land Use Plan Map
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was issued on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Kevin Freibott, Planner II, kfreibott@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION

A. Site Description: No locations would be directly affected by this proposal, but future Land Use Plan Map changes particularly outside designated Centers and Corridors will be guided by the proposed changes to the text of Policy LU 1.8 General Commercial Uses. The City of Spokane currently encompasses approximately 2,450 parcels with a land-use designation of General Commercial. These parcels cover an area of approximately 1,625 acres. A breakdown of past amendments to General Commercial zones is attached in Exhibit 1.

B. Proposal Description: Pursuant to the procedures provided in chapter 17G.060 Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the

City Council has proposed a text amendment to Comprehensive Plan Chapter 3, Land Use. The change would amend text guiding the designation of appropriate areas for General Commercial in Policy LU 1.8, General Commercial Uses, and the supporting discussion text. The proposal does not include any specific plans for development or improvement to any property. Area specific amendments to the Land Use Plan Map to the General Commercial designation in the future would be subject to all relevant provisions of SMC 17G.020, Comprehensive Plan Amendments.

C. Existing and Proposed Text: See Exhibit 2 for the full text of the proposed amended policy. Note that there were previously two drafts of the proposed text considered by the Plan Commission, but they approved a motion at their meeting on July 10, 2019 to put forward the text in Exhibit 2 for final consideration.

D. Land Use History: General Commercial as a land use was originally established in the 2001 Comprehensive Plan. Since that time there have been ten private applications and five subarea planning or annexation actions that added land to the designated General Commercial area, highlighted in the map and lists in Exhibit 1. In addition, there is one private application pending in this year's cycle to add 0.12 acre at 15 E Walton Ave (File Z18-882COMP). Several other amendments in the past, not listed in Exhibit 1, changed General Commercial to either CC Core or Institutional.

E. Application Process:

- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution (RES 2019-0011) on February 25, 2019;
- Notice of Application was posted and published on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and emailed by August 28, 2019;
- Notice of Public Hearing to be published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibit 6. One agency/city department comment was received regarding this application:

- City of Spokane, Development Services

Notice of this proposal was also sent to the City's neighborhood councils. Notice was posted in the Downtown library branch, and published in the Spokesman Review. One comment was received from members of the public at large prior to the comment deadline, included in this report as Exhibit 7.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.

2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section 17G.020.030 establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The proposed policy amendment does not include any direct changes to land use in the City, though future such amendments may be proposed in later amendment cycles in order to implement this policy. Any subsequent development of sites modified by future land use amendments enacted as a result of this policy would be subject to a concurrency determination pursuant to SMC 17D.010.020. As such, staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As described in item "C" above, implementation of the concurrency requirement as well as applicable development regulations and transportation impact fees will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, and that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks

plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of any site tied to this application. The proposal does not result in any non-conforming uses or development. Staff finds no reason to indicate that the proposed policy would conflict with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional demand for infrastructure or capital expenditures by the City would be directly created by this non-project action. Future actions would be subject to additional review and analysis at the time they are proposed. As such, it is not expected that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The proposed policy would not directly result in any development projects or changes to infrastructure or other physical features typically addressed by Neighborhood Plans. Future changes to land use and/or development regulations enacted as a result of this policy would be subject to a review and consideration of neighborhood plans on a case-by-case basis as those changes are considered as part of the sub-area planning process and exceptions adjacent to existing areas described by the policy.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 8 of this report. Further discussion of Comprehensive Plan Policy LU 1.8 General Commercial Uses is included under the staff analysis of Criterion K.2 below.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: The proposed modifications to policy LU 1.8 serve to strengthen and clarify the existing Comprehensive Plan strategy for concentration of density and commercial development within Centers and Corridors within the City. As such, the proposed modifications are consistent with the Comprehensive Plan and no change to other parts of the Comprehensive Plan are required to ensure this criteria is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed amendment is consistent with the various requirements for land use planning in the CWPPs, including the need for establishing efficient land use, providing certainty to capital facilities, and allowing timely extension of services and utilities for new development. Furthermore, no comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. Therefore, the proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. The three map amendment proposals are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application, though their impacts are less direct. However, the proposed text amendments could not affect the map amendments as they would only apply to future land use amendments, not those currently under consideration. As such, the applications would not affect each other in any cumulative fashion and the proposals meet this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: While the proposal would not modify any land uses immediately, it is conceivable that minor future land use modifications may result from this policy. Any development that occurs following those changes will be subject to a concurrency determination pursuant to SMC 17D.010.020, which will establish whether sufficient services are available to serve that development. Therefore, staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. As such, this criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. […]

Staff Analysis: The proposal clarifies the Comprehensive Plan's focused growth strategy around directing new commercial growth to Centers and Corridors by providing improved guidance so the community's original visions and values, as reflected in the Comprehensive Plan, can better be achieved. Chapter 3 Land Use, Section 3.2, Vision and Values, restates the original text adopted by the City in 1996 that formed the basis of the Land Use goals. The proposed amendments to LU 1.8 will help better achieve the Vision of "…land uses that fit, support, and enhance Spokane's neighborhoods…" by providing improved guidance in considering future proposals to amend General Commercial designations. The proposal eliminates specific distances and traffic volumes, and instead includes location-specific considerations, such as accommodating necessary expansions for neighborhood businesses and avoiding incompatibility with established neighborhoods. These amendments would assist the adopted Values of "maintaining … opportunities for shopping, services, and employment" while "protecting the character of single-family neighborhoods."

In 2003 under ORD C33287, the City approved a private annual amendment application that changed the text of Policy LU 1.8 and changed the Land Use Plan Map at the northeast corner of Nevada and Lyons Ave from Office to General Commercial, amounting to 2.6 acres. That amendment added the exception relating to locations adjacent to a "…principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day … but in no event should it extend further than 500' or have an area greater than 3 acres."

The existing text therefore reflects a change driven by a specific proposal. The current proposal would eliminate the reference to 2003 traffic volumes and dimensions that were specific to that site. As such, the current proposal attempts to bring Policy LU 1.8 back into its original focus.

The proposed language is consistent with the goal under which it is located (Land Use Goal 1), and if adopted would not substantially alter the Comprehensive Plan's policy of containing general commercial areas within their current boundaries in order to support growth and development of the Centers and Corridors already included in the Comprehensive Plan. As such, the proposal meets this criterion.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: The proposal does not involve a change to the land use plan or zoning maps. Consequently, this section does not apply.

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: As this proposal does not include a map amendment, this criterion does not apply. Future map amendments would be subject to this criterion at the time of their consideration by the City.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the text of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section 17G.020.030.

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020,

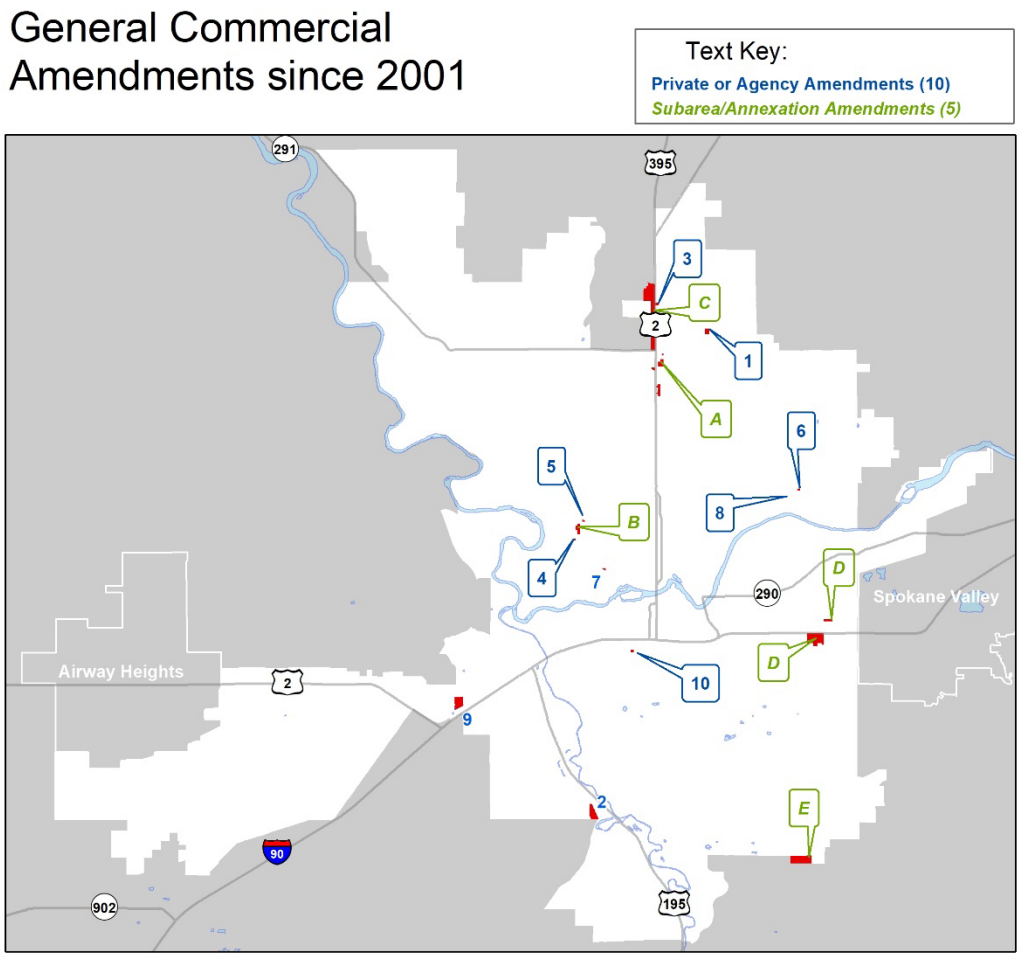
Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the text of Chapter 3, Land Use, of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the text of Chapter 3 of the City's Comprehensive Plan for the subject text amendment in Exhibit 2.

IX. LIST OF EXHIBITS

1. Description of General Commercial Land Use Plan Map Designations
2. Proposed Policy Text
3. Application Materials
4. SEPA Checklist
5. SEPA Determination of Non-Significance
6. Agency Comment
7. Public Comment
8. Applicable Comprehensive Plan Policies

EXHIBIT 1 LAND USE CHANGE HISTORY TO GENERAL COMMERCIAL



Private or agency applications to add General Commercial approved since 2001:

Map Key	Ordinance Number	Year	Acres	Nature of Amendment
1	C33287	2003	2.60	Land Use plan map change re 2.61 acres @ NE corner of Nevada & Lyons, from “Office” to “General Commercial.”
2	C33587	2005	12.23	Land use map change lots at 4200 S. Cheney-Spokane Road from “Residential 4-10” to “General Commercial”. Zoning will be B2-L.
3	C33588	2005	0.77	Land use map change for one parcel at 7404 N. Division from “Office” to “General Commercial”. Zoning will be C1-1L.
4	C33589	2005	0.28	Land use map change for one parcel at 1809 N. Ash from “R15-30” to “General Commercial”. Zoning will be B2-1L.
5	C34262	2008	0.68	Application Z2006-084-LU amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "Commercial" for two parcels located at 1505 West Northwest Boulevard. Wollenberg/Penlube.

Map Key	Ordinance Number	Year	Acres	Nature of Amendment
6	C34495	2009	0.81	Z2007-064LU: Change from R4-10 & Commercial on one parcel located at 3024 E. Fairview Ave. to Commercial – rezoned from "RSF" and "GC-70" to "GC-70" for entire parcel.
7	C34930	2012	0.73	Application Z1100056COMP: Spokane Transit Authority two parcels from R10-20 to Institutional and one parcel from R10-20 to GC
8	C35307	2015	0.17	Application Z1400062COMP: R4-10 to GC located at 2829 N. Market.
9	C35689	2017	13.03	Application Z17-627COMP U-Haul: Office to GC
10	C35690	2017	1.05	Application Z17-621COMP Clanton Family: Office to GC
		Total:	**32.35**	Source: City of Spokane GIS

Subarea planning actions and annexations to add General Commercial since 2001:

Map Key	Ordinance Number	Year	Acres	Nature of Amendment
A	C33246	2003	>1.0	Land Use Plan Map amendment to include land use changes for the Holy Family Employment Center.
B	C33727	2005	5.36	Adoption of proposed changes in vicinity of Maxwell and Elm Employment Center located in West Central Neighborhood as recommended by the City Plan Commission following a neighborhood planning process.
C	C33884 (C33967, C34042)	2005	58.10	Park Place Annexation (Costco) – Land Use Plan amendments in northwest Spokane.
D	C33945	2007	29.07	Land Use Plan Map changes for East Central area.
E	C35359	2016	23.54	Spokane Housing Ventures (53rd Ave) annexation.
		Total:	**>116**	Source: City of Spokane GIS

Exhibit 2–Proposed Amendments to Policy LU 1.8

The following changes are proposed to Policy LU 1.8. Changes are shown with new text underlined and omitted text in ~~strikethrough~~.

LU 1.8 General Commercial Uses

~~Contain~~ Direct new General Commercial ~~areas within the boundaries occupied by existing business designations and within the boundaries of designated~~ uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. New General Commercial areas should not be designated in locations outside Centers and Corridors. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

~~Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.~~

~~If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.~~

However, recognizing existing investments, and given deference to existing land-use patterns, exceptions to the containment policy may be allowed for limited expansions adjacent to existing General Commercial areas located outside Centers and Corridors. The factors to consider in such adjacent expansions include: maintaining the minimum depth from an arterial street necessary for the establishment or expansion of a general commercial neighborhood business; avoiding intrusion where

incompatible into established neighborhoods; and confining any such expansion within physical boundaries such as streets or alleys.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

BRIEFING PAPER
City of Spokane
City Council Ad Hoc Committee
Setting the 2019 Annual Comprehensive Plan Amendment Work Program
January 2019

Subject
During deliberations on November 19, 2018, the City Council directed staff bring forth a proposal to amend Policy LU 1.8 General Commercial in the City's Comprehensive Plan, Land Use Chapter. This policy was significantly amended in 2003 (ORD C33287) to add references to specific situations and traffic count numbers and is at times unclear.

The policy needed interpretation by the Plan Commission in two instances in the 2017/2018 amendment review. Council Member Mumm is the sponsor of this proposed amendment. Staff recommend that if this item is added to the Comprehensive Plan Annual Amendment Work Program for 2019, the Plan Commission establish a process, potentially a working group, for the drafting the changes to the text of policy LU 1.8.

Background
In Chapter 3, Land Use, policies exist which describe the land use plan map categories. Under *Goal LU1 Citywide Land Use*, there are policies describing several commercial land use plan map designations, these include: General Commercial, Neighborhood Mini-Center, Neighborhood Retail, and Office. These policy descriptions provide guidance when a change to the Land Use Plan Map is contemplated.

Policy LU 1.8 General Commercial describes the General Commercial land use category and also states some instances in which this category can be expanded while recognizing that the City's adopted focused growth strategy encourages and should incentivize growth toward the centers. Similar policies exist for other commercial land use categories, such as "Office" or "Neighborhood Retail".

Historic, pre-Centers & Corridors adoption, land use patterns of commercial are recognized under the General Commercial Land Use category. The zoning categories of Community Business (CB) Zone and General Commercial (GC) zone are applied to this land use plan map category. Additionally, some Centers & Corridors (CC) zoning is applied over this land use category where "center's land use planning" has not occurred. When the City adopted the Centers & Corridors focused growth concept, new areas designated for commercial expansion were designated as "centers", not "general commercial".

Impact

This policy is important because it gives the Plan Commission and staff direction on when the Land Use Plan Map can be amended to the "General Commercial" Land Use Plan Map designation. Clarifying the policy will be useful when there is interest in pursuing a land use plan map change.

This policy is often called upon to allow adjustments to the land use plan map to areas with historic commercial development pattern history, but areas that are not "centers". This policy allow for reinvestment and redevelopment through appropriate adjustments to the land use plan map.

This policy should be understood in the framework of the adopted "Centers and Corridors" Focused Growth planning and continue to emphasize those areas for development. Amendment to the Centers & Corridors strategy is most appropriately addressed during a "periodic update" as established by RCW 36.70A.040.

Action

Staff recommend that if this item is added to the Comprehensive Plan Annual Amendment Work Program for 2019, the Plan Commission establish a process, potentially a working group, for the drafting the changes to the text of policy LU 1.8.

Policy LU 1.8 in current version (2018) of Comprehensive Plan, Land Use Chapter 3

LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

(end)

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z19-002COMP

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.

Evaluation for
Agency Use Only

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: Tirrell Black, Associate Planner
   Address: Same as applicant City/State/Zip_____ Phone: _____
4. Date checklist prepared: March 28, 2019
5. Agency requesting checklist: City of Spokane Planning & Development
6. Proposed timing or schedule (including phasing, if applicable): Adoption expected fall 2019.

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. This policy will guide future decisions about the Land Use Plan Map of the Comprehensive Plan, which is typically amended as frequently as each year as part of the annual Comprehensive Plan amendment cycle. Any such potential change would require separate, additional amendment applications and environmental checklists.

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.

   No, this is a non-project text amendment.

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 non-exempt amendment to the City of Spokane 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. In 2018, the City received an early threshold review application for a potential Comprehensive Plan amendment request to change two adjacent parcels from Residential 4-10 to General Commercial land use under File Z18-881COMP (located at 6204 N Nevada St and 1015 E Decatur Ave). Under Resolution 2019-

0011, the City Council suspended this application for consideration until the docketing decision for the 2020 application cycle, pending potential changes to the policy under this proposal.

10. List any government approvals or permits that will be needed for your proposal, if known.

    The proposed text amendments 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 proposal would amend the Comprehensive Plan Policy LU 1.8 General Commercial Uses. The changes are intended to clarify the policy which serves as guidance to the Plan Commission and staff when reviewing proposed Land Use Plan Map amendments.

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 required to duplicate maps or detailed plans submitted with any permit application related to this checklist. The proposal would have effect city-wide. Please see the City's MapSpokane interactive website, in the Planning group of layers under Landuse Plan, for locations of existing General Commercial and other designations on the Land Use Plan Map. Maps.SpokaneCity.org

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).

None that are directly related to this proposal. 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.

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 patter 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. Changes to the policy are expected to be limited to guidance related to containment of existing designated areas, and future changes to the land use plan map designation on nearby or adjacent properties would require amendment applications and additional, non-project review under SEPA.

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. A variety of commercial and Center and Corridor zoning classifications exist on existing areas designated General Commercial.

f. What is the current comprehensive plan designation of the site? The proposal is a text amendment that would be applied citywide. This is a non-project action that will affect multiple parcels in multiple land use plan map designations.

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. Height limits are set depending on location and zoning district, and is subject to transition requirements near residential zones, height restrictions within overlay zones, and generally ranges from 40 to 150 feet in other locations.

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 Yes. Spokane Transit Authority serves most of the affected geographic area. More than 84 percent of the city is within ½ mile of an existing STA route.

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) 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: April 3, 2019 Signature: Tirrell Black

Tirrell Black, 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

Evaluation for
Agency Use Only

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:

X 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.

Evaluation for
Agency Use Only

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.

   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.

   Proposed measures to protect or conserve plants, animals, fish or marine life are: The Spokane Municipal Code 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.

   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 text 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 be consistent with and implement other policies of the City's Comprehensive Plan. 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 existing designated commercial areas are generally 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: April 3, 2019 Signature: Tirrell Black

Tirrell Black, 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. x 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.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z19-002COMP

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This application, sponsored by Council Member Candace Mumm and initiated by the Spokane City Council, requests to change the text of Policy LU 1.8 General Commercial Uses in Chapter 3, Land Use, of the Comprehensive Plan. The changes clarify the description of appropriate areas for expansion of the General Commercial designation on Map LU 1, the Land Use Plan Map.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:
The proposed policy modifications would affect any general commercial districts, new or existing, within the City of Spokane.

Legal Description: n/a

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 regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

****

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019 **Signature:** _____

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this 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.
****

MEMORANDUM

CITY OF SPOKANE
DEVELOPMENT SERVICES CENTER

DATE: April 30, 2019

TO: Tirrell Black, Assistant Planner

FROM: Eldon Brown, P.E., Principal Engineer – Development Services Center

File No: Z19-002COMP

SUBJECT: Comprehensive Plan Text Amendment – Policy LU 1.8 General Commercial Uses

APPLICANT: City Council, City of Spokane

Comp Plan Amendment Comments

1. Conflicts with city utilities (sewer, water, stormwater) cannot be foreseen at this time by the proposed Comprehensive Plan Text Amendment for General Commercial Uses. Future expansion of General Commercial zones will need to be evaluated for infrastructure capacity, including but not limited to, water, sewer, stormwater, and traffic. Compliance to Spokane Municipal Code requirements for infrastructure will be reviewed at the time of development application(s).

cc: Development Services File
Kris Becker, P.E., Manager, Development Services
Mike Nilsson, P.E., Senior Engineer, Development Services
Patty Kells, Traffic Engineering Assistant, Development Services

From:	Carol Tomsic
To:	Black, Tirrell; Gwinn, Nathan; Freibott, Kevin
Cc:	DOUGLAS & MARILYN LLOYD; Sally Phillips; Wittstruck, Melissa; Beggs, Breean; Kinnear, Lori; Stuckart, Ben; Greg Francis
Subject:	Comment on 2018/2019 Comprehensive Plan Updates
Date:	Wednesday, July 24, 2019 10:02:50 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Transit Supported Development - Text Amendment

The Lincoln Heights Neighborhood will be affected by the text amendment. The Monroe/Regal High Performance Transit will connect the South Hill with North Spokane. Our neighborhood will benefit from the proposed mixed-use, transit supported development. The Lincoln Heights Neighborhood District plan supports a pedestrian friendly and walkable economically vibrant neighborhood. Encouraging transit ridership will positively affect pedestrian safety on the traffic-congested 29th Ave.

I support the text amendment and discussion; "mixed use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors." However, the benefits of the proposed text amendment is contrary to the existing Corridor and District Center Type 2 zoning which sadly allows auto-oriented businesses such as drive thru-coffee shops, tire shops and retail auto parts stores on the auto-congested intersection of Regal/29th. I would like an additional text added stating any inappropriate "transit-supported development" adversely affecting a neighborhood and not supported by neighborhood councils be addressed and favorably rectified.

General Commercial Uses Comprehensive Plan Update

I agree that it's necessary to add clarification against establishing new General Commercial areas outside of centers and establish limited exceptions. I'd like to see a text addition that supports a neighborhood council's objection to any development that is contrary their district plans.

Thank you

Carol Tomsic
resident

Exhibit 8–Related Comprehensive Plan Goals and Policies

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.

Policy LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a

neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

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.

Policy LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: Suggested Centers are designated where the potential for Center development exists. Final determination is subject to a sub-area planning process.

Neighborhood Center

Neighborhood Centers designated on the Land Use Plan Map have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people living outside the surrounding neighborhood and should be allowed only along principal arterials and be subject to size limitations and design guidelines. Uses such as a day care center, a church, or a school may also be found in the Neighborhood Center.

Businesses in the Neighborhood Center are provided support by including housing over ground floor retail and office uses. The highest density housing should be focused in and around the Neighborhood Center. Density is high enough to enable frequent transit service to a Neighborhood Center and to sustain neighborhood businesses. Housing density should decrease as the distance from the Neighborhood Center increases. Urban design guidelines for Centers and Corridors, located in the Spokane Municipal Code, are used to guide architectural and site design to promote compatible, mixed land uses, and to promote land use compatibility with adjoining neighborhoods.

Buildings in the Neighborhood Center are oriented to the street. This encourages walking by providing easy pedestrian connections, by bringing activities and visually interesting features closer to the street, and by providing safety through watchful eyes and activity day and night. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings as a rule.

To promote social interaction and provide a focal point for the center, a central gathering place, such as a civic green, square, or park, should be provided. To identify the Center as the major activity area of the neighborhood, it is important to encourage buildings in the core area of the Neighborhood Center to be taller. Buildings up to three stories are encouraged in this area.

Attention is given to the design of the circulation system so pedestrian access between residential areas and the Neighborhood Center is provided. To be successful, Centers need to be integrated with transit. Transit stops should be conveniently located near commercial and higher density residential uses, where transit service is most viable.

The size and composition of Neighborhood Centers, including recreation areas, vary by neighborhood, depending upon location, access, neighborhood character, local desires, and market opportunities. Neighborhood Centers should be separated by at least one mile (street distance) or as necessary to provide economic viability. As a general rule, the amount of commercial space and percent devoted to office and retail should be proportional to the number of housing units in the neighborhood. The size of individual commercial business buildings should be limited to assure that the business is truly neighborhood serving. The size of the Neighborhood Center, including the higher density housing surrounding the Center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the Neighborhood Center and may be up to 22 units per acre at the perimeter.

The following locations are designated as Neighborhood Centers on the Land Use Plan Map:

- Indian Trail and Barnes;
- South Perry;
- Grand Boulevard/12th to 14th;
- Garland;
- West Broadway;
- Lincoln and Nevada; and
- Fort George Wright Drive and Government Way.

District Center

District Centers are designated on the Land Use Plan Map. They are similar to Neighborhood Centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the District Center, including the higher density housing surrounding the Center, should be approximately 30 to 50 square blocks.

As with a Neighborhood Center, new buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the District Center as a major activity area, it is important to encourage buildings in the core area of the District center to be taller. Buildings up to five stories are encouraged in this area.

The circulation system is designed so pedestrian access between residential areas and the District Center is provided. Frequent transit service, walkways, and bicycle paths link District Centers and the downtown area.

The following locations are designated as District Centers on the Land Use Plan Map:

- Shadle – Alberta and Wellesley;
- Lincoln Heights – 29th and Regal;
- Southgate;
- 57th and Regal;
- Grand District;

- Five Mile – Francis and Ash (suggested Center, with final determination subject to a sub-area planning process described in LU 3.4); and
- NorthTown – Division and Wellesley (suggested Center, with final determination subject to a sub-area planning process described in LU 3.4).

Employment Center

Employment Centers have the same mix of uses and general character features as Neighborhood and District centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the Center or on land immediately adjacent to the Center.

Employment Centers vary in size from 30 to 50 square blocks plus associated employment areas. The residential density in the core area of the Employment Center may be up to 44 dwelling units per acre. Surrounding the Center are medium density transition areas of up to 22 dwelling units per acre.

The following locations are designated as Employment Centers on the Land Use Plan Map:

- East Sprague – Sprague and Napa;
- North Foothills Employment Center;
- Maxwell and Elm;
- Holy Family;
- North Nevada, between Westview and Magnesium; and
- Trent and Hamilton.

Corridors

Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor.

Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services, including grocery stores serving several neighborhoods, theaters, restaurants, dry-cleaners, hardware stores, and specialty shops are also allowed. Low intensity, auto-dependent uses (e.g., lumber yards, automobile dealers, and nurseries) are prohibited.

Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, attractive landscaping, benches, and frequent transit stops. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings whenever possible.

The following locations are designated as Corridors on the Land Use Plan Map:

- North Monroe Street;
- Hillyard Business Corridor; and

- Hamilton Street Corridor.

Regional Center

Downtown Spokane is the Regional Center and is the primary economic, cultural and social center of the region. With the creation and development of the University District on the east end of Downtown, it is also a major academic hub with the collaboration of multiple institutions of higher education. Downtown contains the highest density and intensity of land use, and continues to be a targeted area for additional infill housing opportunities and neighborhood amenities to create a more livable experience.

The following location is designated as the Regional Center on the Land Use Plan Map:

- Downtown Spokane

The following comment was submitted by a member of the public during the Plan Commission Hearing on September 11, 2019. Therefore, it was not originally included in the staff report as the staff report predates the hearing.

Land Use Solutions & Entitlement

Land Use Planning Services
9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108(V)
dhume@spokane-landuse.com

(Sent this date via email)

9-26-19

Kevin Freibott, Planner II
Planning & Development Services
3rd Floor, City Hall
808 W Spokane Falls Blvd
Spokane WA 99201

Ref: Proposed Policy Language LU 1.8

Dear Kevin:

Yesterday, I observed the Planning Commissions discussions and action on the above matter in which they recommended to the Council to approve policy language that eliminates dimensional and traffic volume criteria and replaces it with performance language requiring “transitional land uses” with the intent of protecting neighborhood character. (Emphasis mine)

My concern with this language is that it expects a reduction in land use intensity, presumably with the designation of a more restricted zone, such as Office or Multi-Family and as such it pre-empts the purpose of the LU 1.8 Policy for Commercial zone expansion.

I recognize the desire to protect “neighborhood character” but we also need to protect market forces and sustainability of commercial sites. All too often, new commercial uses seek sites of existing commercial use and find them too small to accommodate their site plan needs. With this policy language as proposed, the existing commercial site is doomed for extinction, putting more pressure on other parts of the city for market forces to work, while ignoring the very criteria the new use wants, namely drive-by traffic volume.

Therefore, I recommend that the City modify the current LU 1.8 language that allows expansion to the next street parallel to the existing arterial frontage. In addition, we

should restore the provision for parking within a more restricted zone by Special Permit. This would ensure that the commercial use is left within the current zone and limits the “intrusion” into the neighborhood as parking.

On that point, the history of those special permit parking lots has demonstrated that they do not adversely affect the rest of the neighborhood, so why not allow them without the need for annual amendments? It is certainly a more efficient way of accommodating future commercial uses, in-lieu-of the 12-15 months walk through the annual amendment process.

In conclusion, the proposed language prevents commercial expansion while LU 1.8 is supposed to accommodate new commercial expansion. Traffic volume thresholds are not as important as designating expansion limits, such as the next street parallel to the arterial. We should rely upon the performance language of the adopted Development Code as the standard imposed on all commercial sites and new commercial development. Change of zones as a transitional land use pattern such as is currently proposed ignores market demand and we need a balance between market forces and neighborhood forces, not just the latter.

Thank you for considering my comments. Please feel free to forward to each planning commission and council member as well.

Respectfully Submitted

Dwight J Hume

Dwight J Hume
Land Use Solutions and Entitlement

ORDINANCE NO. C35842

AN ORDINANCE RELATING TO APPLICATION Z19-002COMP, AMENDING POLICY LU 1.8, GENERAL COMMERCIAL USES, IN CHAPTER 3 OF THE COMPREHENSIVE PLAN AS IT RELATES TO DIRECTING NEW COMMERCIAL GROWTH TO CENTERS AND CORRIDORS.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, application Z19-002COMP seeks to amend policy LU 1.8, General Commercial Uses, to guide the designation of appropriate areas for general commercial uses clarifying while updating situations wherein general commercial might be considered outside of Centers and Corridors; and

WHEREAS, policy LU 1.8 was previously amended by Ordinance ORD C33287 in 2003, adding exception language to the policy that is proposed to be removed by application Z19-002COMP; and

WHEREAS, the proposed amendments to policy LU 1.8 were developed via a Plan Commission Subcommittee/Working Group which met in April 2019 to formulate the proposal; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held substantive workshops regarding the proposed Comprehensive Plan amendment on May 8, May 22, and July 10, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance (“DNS”) was issued on August 27, 2019 for the proposed text amendments.

The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the proposed amendments, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, the staff report for Application Z19-002COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing on September 11 and deliberated on September 25, 2019 for Application Z19-002COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission amended the proposal during their deliberations to strike the consideration of streets or alleys as boundaries to general commercial uses and to add consideration of transitional land uses; and

WHEREAS, the Spokane Plan Commission found that Application Z19-002COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 6 to 0 to recommend approval of Application Z19-002COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z19-002COMP is approved.

2. Amendment of Chapter 3, Land Use, of the Comprehensive Plan. Policy LU 1.8, General Commercial Uses, is amended as follows:

LU 1.8 General Commercial Uses

((~~Contain~~)) Direct new General Commercial ((~~areas within the boundaries occupied by existing business designations and within the boundaries of designated~~)) uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also

allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. New General Commercial areas should not be designated in locations outside Centers and Corridors. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

((~~Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.~~))

((~~If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.~~))

However, recognizing existing investments, and given deference to existing land-use patterns, exceptions to the containment policy may be allowed for limited expansions adjacent to existing General Commercial areas located outside Centers and Corridors. The factors to consider in such adjacent expansions include: maintaining the minimum depth from an arterial street necessary for the establishment or expansion of a general commercial neighborhood business; avoiding intrusion where incompatible into established neighborhoods; and implementing transitional land uses with the intent of protecting neighborhood character.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____

Council President

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

Assistant City Attorney

_____

Date

_____

Effective Date

DocuSign Envelope ID: DA54447C-E1F7-4208-B58C-ABEEA909AF06

Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use

Plan Map Amendment File No. Z19-002COMP (LU 1.8 – General Commercial Uses)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the text of policy LU 1.8, General Commercial Uses, in Chapter 3, Land Use, as it relates to directing new commercial growth to Centers and Corridors.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. During deliberations on November 1, 2018 the City Council asked staff to bring forth a proposal to amend Policy LU 1.8 General Commercial Uses (the "proposal").

D. The proposal is to amend policy LU 1.8 General Commercial Uses. This policy guides the designation of appropriate areas for general commercial uses and was previously amended in 2003 (ORD C33287), clarifying and updating situations wherein general commercial might be considered outside of Centers and Corridors.

E. On February 25, 2019 the City Council adopted Resolution RES 2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the proposal in the Work Program.

F. On March 27, 2019 the Plan Commission established a working subcommittee to propose amendments to Policy LU 1.8.

G. Thereafter, on April 5, 2019 staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the proposal.

H. During the Plan Commission's May 8 and 22, 2019 workshops, the subcommittee's proposed amendments to Policy LU 1.8 were presented to the Plan Commission. During the workshops the Plan Commission finalized the language of the proposal for consideration at a public hearing, held on September 11 and 25, 2019.

I. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60-day public comment period. The City received one written comment in general support of the proposal.

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J. On June 6, 2019 the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the proposal, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

K. On July 10, 2019 the Spokane City Plan Commission held a final workshop to study the proposal.

L. On August 27, 2019 a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the proposal. The deadline to appeal the SEPA determination was September 10, 2019. No comments on the SEPA determination were received.

M. On August 29, 2019 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

N. On August 28 and September 4, 2019 the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.

O. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the proposal, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the proposal recommended approval of the application.

P. On September 11, 2019 the Plan Commission held a public hearing on the proposal, and closed the public record but continued its deliberations until the next hearing date on September 25, 2019.

Q. During the public hearing, the Plan Commission received testimony in favor of minor modifications to the proposal relating to the inclusion of transitional land uses when considering general commercial uses outside a center.

R. During the deliberations held on September 25, 2019, the Plan Commission voted to modify the proposal to strike the consideration of streets or alleys as boundaries to general commercial uses and to add the consideration of transitional land uses.

S. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment on the proposal were given ample opportunity to do so.

T. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the proposal (the "Staff Report").

U. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

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> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .
>
> Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

V. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically as it relates to the Comprehensive Plan vision for concentrated density and use intensity in Centers and Corridors.

W. The Plan Commission finds that the proposal meets the demonstration of need described in SMC 17G.020.030.K as it relates to policy adjustments, in that the proposal would provide correction and additional guidance as to the implementation of the policies and vision provided by the Comprehensive Plan.

X. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the proposal File No. Z19-958COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The proposal was included in the 2019 Annual Comprehensive Plan Amendment Work Program.

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The proposal is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the proposal will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

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5. As outlined in above in the Findings of Fact, the proposal is internally consistent within the meaning of SMC 17G.020.030E.

6. The proposal is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The proposal has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the proposal will be mitigated by enforcement of the City's development regulations.

9. The proposal will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The proposal represents an amendment to the text of a policy and is in conformance with the appropriate demonstration of need identified for amendments to the comprehensive plan.

RECOMMENDATIONS:

In the matter of Z19-002COMP, a request by the Spokane City Council to amend policy LU 1.8, General Commercial Uses, in Chapter 3, Land Use, of the Comprehensive Plan, as based upon the above listed findings and conclusions, by a vote of 6 to 0, the Plan Commission recommends to City Council the APPROVAL of the requested amendment to Chapter 3, Policy LU 1.8, as amended during the Plan Commission's deliberations, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the proposal.

DocuSigned by:
Gregory F Francis
DF6D3C2836764CA...

Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission

Agenda Sheet for City Council Meeting of: 11/18/2019		Date Rec'd	10/29/2019
		Clerk's File #	ORD C35844
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 5096256715	Project #	
Contact E-Mail	GBYRD@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 PROTECTING LEAVES AND ADDING NEW TREES (PLANT) ORDINANCE		

Agenda Wording

An ordinance updating the construction and maintenance standards for street trees and associated planting areas in the City of Spokane; amending sections 17C.200.040, 17C.200.050, 17C.200.080, 17C.200.090, 17C.200.100, 17C.200.110, and 17G.010.210;

Summary (Background)

This ordinance: • Removes exception for street tree planting requirements when constructing new single family and duplex dwelling units. • Requires the installation of auto-irrigation systems (if not installed already) on properties undergoing new development. • Implements fees in lieu of planting street trees in limited circumstances. • Emphasizes and clarify regulations to protect trees during construction activities from demolition and excavation to new and renovated buildings.

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	P.I.E.S. 10/28/2019
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	mowen@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

enacting new sections 17C.200.120, 17C.200.130, 17C.200.140, and 17C.200.150; and enacting a new chapter 13.14 of the Spokane Municipal Code.

Summary (Background)

• Emphasizes and clarifies regulations regarding the City's ability to undertake street tree maintenance work with the goal of making the regulations more apparent to the development community. • Creates a new incentive-based tree retention City utility bill credit program.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C35844

An ordinance updating the construction and maintenance standards for street trees and associated planting areas in the City of Spokane; amending sections 17C.200.040, 17C.200.050, 17C.200.080, 17C.200.090, 17C.200.100, 17C.200.110, and 17G.010.210; enacting new sections 17C.200.120, 17C.200.130, 17C.200.140, and 17C.200.150; and enacting a new chapter 13.14 of the Spokane Municipal Code.

WHEREAS, the City of Spokane recognizes the central part that trees play in our culture, our environment, and our city's distinctive character by adopting the Ponderosa Pine as our official city tree; and

WHEREAS, Spokane's urban forest provides many economic, health and environmental benefits for city residents and businesses; and

WHEREAS, trees produce oxygen and filter airborne particulates which improves Spokane's air quality; and

WHEREAS, trees improve water quality and reduce storm water runoff – reducing pollutants and mitigation costs; and

WHEREAS, trees save energy costs by providing shade, contributing to summer cooling, and moderating the effects of wind – according to the U.S. Forest Service's Center for Urban Forest Research, properly placing just three trees near a home can reduce that home's energy costs by up to 30%; and

WHEREAS, there are over 76,000 street trees which have been inventoried and analyzed for value and benefits in the City of Spokane, and those trees provide tangible financial value, such as:

- Over $700,000 in reduced heating and cooling costs annually,
- Over $75,000 in annual reductions of atmospheric CO2,
- Nearly $300,000 in annual savings for our storm water mitigation efforts due to rain interception and storage, and
- Lowered crime rates and increased marketability and property values of about $2,800,000 annually; and

WHEREAS, pavement which is shaded by trees will last 10 years longer than exposed pavement, resulting in less maintenance and savings in paving material and labor costs; and

WHEREAS, people are more likely to shop in business districts with treescaping and are likely to spend more when doing so; and

WHEREAS, patients with even just a view of greenery, such as parks, gardens, and/or trees, heal faster; and

WHEREAS, trees provide a wealth of wildlife habitat and are especially important in urban areas as connections to open space and wild areas; and

WHEREAS, studies have shown that properly-designed plantings of trees and shrubs can reduce the apparent loudness of urban areas by 6-10 decibels; and

WHEREAS, trees make our city more livable and a healthy urban forest plays important roles in our quality of life and the sustainability of Spokane's environment by lowering our energy costs, giving us clean air and clean water, imparting a distinctive character and beauty, enriching the aesthetic experience of the community, softening and screening urban development, providing habitat for wildlife, and adding to our history, civic pride and public life.

WHEREAS, with these facts in mind, the Spokane City Council passed a Title 12 Urban Forestry Ordinance in April of 2019 that committed the City of Spokane to the following new urban forestry aspirational goals:

- Increase the canopy coverage (percentage of land surface area covered under a tree canopy) of all land within the City limits to 30% by the year 2030 (current canopy coverage estimated to be ~23%)
- Create new reforestation programs and maintain existing ones
- Update the Urban Forestry Plan once at least every five years

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.200.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.040 Site Planting Standards

Sites shall be planted in accordance with the following standards:

A. Street Frontages.
    1. The type of plantings as specified below shall be provided inside the property lines:
        a. along all commercial, light industrial, and planned industrial zoned properties except where buildings are built with no

setback from the property line: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050. Remaining setback areas shall be planted in L3.

b. along all downtown, CC1, CC2, CC4, and FBC zoned properties except where buildings are built with no setback from the property line, or along a Type 1 Street of the FBC: a five-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050((~~, Street Tree Requirements~~)). Remaining setback areas shall be planted in L3. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, or raised masonry planters (overall height including any plantings shall not exceed three feet) may be used to screen parking lots from adjacent streets and walkways.

c. in the heavy industrial zone, along a parking lot, outdoor sales, or outdoor display area that is across from a residential zone: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050. Remaining setback areas shall be planted in L3.

d. in industrial zones, all uses in the commercial categories (see chapter 17C.190 SMC, Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.

e. along all RA, RSF, RTF, RMF, and RHD zones((~~, except for single-family residences and duplexes~~)): six feet of L3 open area landscaping((~~, including~~))and street trees as prescribed in SMC 17C.200.050 are required, except that for single-family residences and duplexes, only street trees are required. For residential development along principal and minor arterials, a six-foot high fence with shrubs and trees may be used for screening along street frontages. The fence and landscaping shall comply with the standards of SMC 17C.120.310 for the clear view triangle and must be placed no closer than twelve feet from the curb line. A minimum of fifty percent of the fence line shall include shrubs and trees. The landscaping is required to be placed on the exterior (street side) of the fence.

2. Within the clear view triangle (defined at SMC 17A.020.030) at street intersections on corner lots and at driveway entries to public streets, ((~~Plantings~~))plantings may not exceed thirty-six inches in height or hang lower than ninety-six inches((~~ within the clear view triangle at street intersections on corner lots and at driveway entries to public streets~~)). ((~~The clear view triangle is defined in SMC 17A.020.030.~~)) The ((~~director of engineering services~~))City Engineer may further limit the height of plantings, landscaping structures, and other site development features within ((~~the~~))a particular clear view triangle or may expand the

size of the clear view triangle as conditions warrant in a particular case.

B. Other Property Perimeters.
A planting strip of five feet in width shall be provided along all other property lines except where buildings are built with no setback from the property line or where a parking lot adjoins another parking lot. In CC zoned ((~~subject~~)) properties, the planting strip shall be eight feet in width to enhance the screening between CC and Residential zoned properties. The type of planting in this strip varies depending upon the zone designation of the properties sharing the property line (with or without an intervening alley) as indicated in the matrix below. Where properties with dissimilar zones share a common boundary, the property with the more intense zone shall determine the required type of planting and the planting width. The owners of adjacent properties may agree to consolidate their perimeter plantings along shared boundaries. ((~~Therefore~~))For example, instead of each property providing a five-foot wide planting strip, ((~~they together~~))adjacent property owners could provide ((~~one~~))a single, shared five-foot wide planting strip, so long as the required planting type, as indicated in the matrix below, is provided. Types of landscaping to be provided in planting strips alongside and rear property lines:

	ADJACENT PROPERTY ZONE (horizontal)												
SUBJECT PROPERTY ZONE (vertical)	**RA**	**RSF**	**RTF**	**RMF**	**RHD**	**O, OR**	**NR, NMU**	**CB**	**GC**	**CC, FBC**	**LI, PI**	**HI**	**DT**
RA	--	--	--	--	--	--	--	--	--	--	--	--	--
RSF	--	--	--	--	--	--	--	--	--	--	--	--	--
RTF	--	--	--	--	--	--	--	--	--	--	--	--	--
RMF	L2	L2	L2	L3	L2	L2	L2	L1	L1	L1	--	--	L1
RHD	L2	L2	L2	L2	L3	L2	L2	L2	L2	L2	--	--	L2
O, OR	L2	L2	L2	L2	L2	L3	L2	L2	L2	--	--	--	L2
NR, NMU	L2	L1	L2	L2	L2	L2	L3	L3	L2	--	--	--	L3
CB	L1	L1	L1	L1	L2	L2	L3	L3	L3	--	--	--	L3
GC	L1	L1	L1	L1	L2	L2	L2	L3	L3	--	--	--	L3
CC, FBC	L1	L1	L1	L1	L2	--	--	--	--	--	--	--	--
LI, PI [3]	L1	L1	L1	L1	L1	L1	L2	--	--	--	--	--	--
HI [3]	L1	L1	L1	L1	L1	L1	L1	--	--	--	--	--	--
DT	L1	L1	L1	L1	L1	L2	L2	L3	L3	--	--	--	--
Notes: [1] In the industrial zones, all uses in the commercial categories (see chapter 17C.190													

SMC, Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.

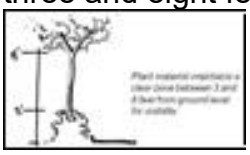
C. Planning Director Discretion.
The planning director shall have the discretion to waive or reduce the requirements of subsections (A)(1) and (B) of this section based on the following factors:
    1. No useable space for landscaping exists between the proposed new structure and existing structures on adjoining lots or alleys because of inadequate sunlight or inadequate width.
    2. The building setback provided in front of the new structure is less than six feet or is developed as a plaza with decorative paving/pavers, trees, planters, or other amenities.
    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.

D. Other Areas.
All other portions of a site not covered by structures, hard surfaces, or other prescribed landscaping shall be planted in L3 open area landscaping until the maximum landscape requirement threshold is reached (see SMC 17C.200.080).

E. Parking Lot Landscaping Design.
    1. Purpose.
    To reduce the visual impact of parking lots through landscaped areas, trellises, and/or other architectural features that complement the overall design and character of developments.

    2. Parking Lot Landscaping Design Implementation.
    This section is subject to the provisions of SMC 17C.120.015, Design Standards Administration.
    3. The parking lot landscape shall reinforce pedestrian and vehicle circulation, especially parking lot entrances, ends of driving aisles, and pedestrian walkways leading through parking lots. (P)
    4. Planted areas next to a pedestrian walkways and sidewalks shall be maintained or plant material chosen to maintain a clear zone between

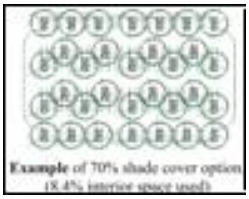
three and eight feet from ground level. (R)



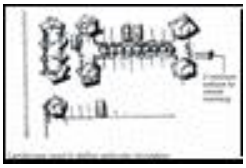
5. Low walls and raised planters (a maximum height of three feet), trellises with vines, architectural features, or special interest landscape features shall be used to define entrances to parking areas. Where signs are placed on walls, they shall be integrated into the design and complement the architecture or character of other site features. (P)
6. Landscape plant material size, variety, color, and texture within parking lots should be integrated with the overall site landscape design. (C)

F. Parking, Outdoor Sales, and Outdoor Display Areas.
   1. In residential, commercial, center and corridor, and FBC zones, a six-foot wide planting area of L2 see-through buffer landscaping shall be provided between any parking lot, outdoor sales, outdoor display area, and a street right-of-way. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, raised masonry planters, or L1 visual screen landscaping shall be used to screen parking lots from adjacent streets and walkways (overall height including any plantings or structures shall not exceed three feet). Trees required as a part of the L2 landscape strip shall be located according to the standards for street trees in SMC 17C.200.050, Street Tree Requirements.
   2. In residential, commercial, center and corridor, and FBC zones all parking stalls shall be within sixty feet of a planted area with L3 open area landscaping. All individual planting areas within parking lots shall be at least one hundred fifty square feet in size.
   3. In residential, commercial, center and corridor, and FBC zones all paved parking areas on a site with more than fifty cumulative parking spaces shall have plantings that satisfies one of the following options:
      a. Option 1.
         Interior landscaping consisting of L3 open area landscaping, including trees amounting to at least ten percent of the total area of the paved parking area, excluding required perimeter and street frontage strips. A minimum of one interior tree shall be planted for every six parking spaces.
      b. Option 2.
         Tree plantings shall be spaced in order that tree canopies cover a minimum of seventy percent of the entire paved area of the parking lot within fifteen years of project completion. Canopy coverage shall be measured in plan view, and be based on projected mature size of the selected tree species. All individual planting areas within parking lots shall be a minimum of eight feet in width, be at least one hundred fifty square feet in size,

and in addition to the required trees, shall be planted with a living groundcover. See the “Landscape Plants for the Inland Northwest” issued by the Washington State University cooperative extension and the U.S. department of agriculture, available from the City planning services department, for acceptable mature tree size to be used when calculating canopy size.



4. Where parking lots are located between the building and a street, the amount of required interior landscaped area shall be increased by fifty percent and the minimum amount of tree shade cover shall increase to eighty percent. Where parking lots are behind buildings, the amount of interior landscaping may be decreased by fifty percent of what the code requires and the minimum amount of tree shade cover shall decrease to fifty percent.
5. A planting strip of five feet in depth with L1 visual screen landscaping or site-obscuring decorative wood, iron, etc. fences or masonry walls at least six feet in height shall be installed along property lines where any adjacent single-family residential zone would have views of parking or service areas.
6. A minimum of two-foot setback shall be provided for all trees and shrubs where vehicles overhang into planted areas.



7. In industrial zones, parking lots, outdoor sales, and outdoor display areas that are abutting or across the street from residential zones are subject to all of the requirements of subjections (E) and (F) of this section.
8. In industrial zones, all uses in the commercial categories (see chapter 17C.190 SMC, Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zones.
9. In downtown zones an applicant must demonstrate to the director that the following required elements meet the intent of the Downtown Design Guidelines. Key design elements for these features include integrating storm water facilities, improving the pedestrian environment, and adding public amenities next to surface parking; outdoor sales and outdoor display areas so that they help to define space and contribute to a more active street environment.

a. Surface Parking Lot Liner Walls in the Downtown Zones. Surface parking lots must have a solid, decorative concrete or masonry wall adjacent to a complete street and behind a sidewalk. The wall must have a minimum height above the surface of the parking lot of two and one-half feet and a maximum height of three feet. The wall shall screen automobile headlights from surrounding properties. A wrought iron fence may be constructed on top of the wall for a combined wall and fence height of six feet. An area with a minimum width of two feet, measured from the property line, must be provided, landscaped and maintained on the exterior of the required wall. Such walls, fences, and landscaping shall not interfere with the clear view triangle. Pedestrian access through the perimeter wall shall be spaced to provide convenient access between the parking lot and the sidewalk. There shall be a pedestrian access break in the perimeter wall at least every one hundred fifty feet and a minimum of one for every street frontage. Any paving or repaving of a parking lot over one thousand square feet triggers these requirements.

Parking liner walls with plantings contribute to an interesting pedestrian environment. The parking liner wall and screen pictured above is enhanced by larger wall sections near automobile crossing points and a change in sidewalk scoring pattern. Both give cues to pedestrians and drivers.

b. Surface parking lots in the Downtown zones are subject to the interior parking lot landscaping standard sections (F)(2) through (F)(6).
c. The exterior boundary of all surface parking lots adjacent to any public right-of-way must include trees spaced no more than twenty-five feet apart. The leaves of the trees or any other landscaping features at maturity shall not obscure vision into the parking lot from a height of between three and eight feet from the ground. The species of trees shall be selected from the city's street tree list. If street trees exist or are provided consistent with SMC 17C.200.050 then this landscaping strip may be omitted.
d. Outdoor sales and display areas shall contribute to an interesting streetscape by providing the following:

i. Monument Features or Artistic Elements along the Street Edge between the Outdoor Display Area and the Sidewalk.
These shall be integrated with display area lighting and pedestrian amenities.

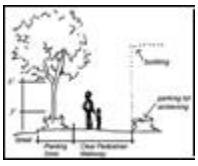
ii. Additional Streetscape Features in the Sidewalk Environment.
Items may include elements that improve the health of street trees and plantings, improve storm water management, or artistic features that improve the pedestrian environment. This may include items such as permeable pavers in the pedestrian buffer strip, increased soil volumes for street trees, suspended sidewalks around the street tree to increase the amount of un-compacted soils, and engineered soils to support larger and healthier trees.

Section 2. That section 17C.200.050 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.050 Street Tree Requirements

A. Purpose.
To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.
1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial ((~~zones~~)), residential ((~~zones~~)), and ((~~in~~)) FBC zones.
2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense as referenced in SMC 12.02.0210(B)(2).

4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.
5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1
Tree Planting Dimensional Standards [1]

ZONE	**CONTINUOUS PLANTING STRIP** (minimum width as measured from back of curb)	**INDIVIDUAL PLANTING AREA** (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum 6 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, RSF, RTF	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]

Notes:
[1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis.
[2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas.
[3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones.
[4] In all zones, within a school/church loading zone, street tree location may vary from

the standard as long as street trees are located within the right-of-way.
[5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.

2. Continuous Planting Strips.
    a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three (3) feet from ground level.
    b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three (3) feet from the edge of the automobile travel way.

3. Individual Planting Areas.
    a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.
    b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen (18) inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Tree Grates

Street Trees with plantings up to 3 ft.

    c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Tree Grate with Tree Guard

d. Un-compacted soils are necessary for street trees. A minimum of one hundred (100) cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.

E. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting
2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.
3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five (25) feet to avoid conflict with utility lines and maintenance crews.

F. Spacing Requirements for Street Tree Spacing.
The objective, when planting and maintaining street trees, is to create and maintain in a healthy condition a continuous tree canopy over the sidewalk.

1. Continuous planting strips.
Average spacing shall be ((~~twenty five~~))twenty-five (25) feet for small and columnar trees and thirty (30) feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.
2. Individual planting areas.
Average spacing for all tree sizes and types shall be twenty-five (25) feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty (20) feet apart.
3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

G. Clear View Zone.
Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in SMC 17A.020.030 shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.

Section 3. That section 17C.200.080 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.080 Maximum Landscaping Requirements

In no case shall these provisions require more than fifteen percent (15%) of the total site area to be landscaped.

Section 4. That section 17C.200.090 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.090 Completion and Bonding

A. All required landscaping, shall be in place before certificates of occupancy are issued. If a landscape plan was required per 17C.200.020, the applicant shall provide a form signed by the project's landscape architect verifying that required landscaping has been installed in substantial conformance with the landscaping plans approved by the City. The City shall provide the form for documenting the assessment. If, due to weather conditions, it is not feasible to install required landscape improvements, a temporary certificate of occupancy may be issued after a performance bond or other device acceptable to the City has been posted in the amount of one hundred twenty-five percent (125%) of the value of the required improvements, including labor and materials. Upon completion of the landscape improvements, the bond or device is released and a permanent certificate of occupancy issued; except a bond or device representing twenty-five percent (25%) of the value of the landscaping covering a period of two (2) years shall be provided to assure the full establishment of the landscaped area as prescribed in subsection (B) of this section.
B. A certificate of occupancy may be issued only after a performance bond or other device acceptable to the city has been posted in the amount of twenty-five percent (25%) of the value of the required landscaping. This bond or device shall be held for a period of two (2) years to assure the full establishment of all plantings. After two (2) years, if the plantings are fully established, the bond or device is released. If the plantings have not been fully established, the bond or

device shall be held for one additional year, then released or used to re-establish the plantings, whichever is appropriate.

Section 5. That section 17C.200.100 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.100 Irrigation Requirement

The ((Property)) owners of the adjacent property shall keep and maintain all required planting areas and street trees in a healthy condition((~~, including the installation and maintenance of an automatic irrigation system~~)). For new construction, the installation and maintenance of automatic irrigation systems shall be required.

Section 6. That section 17C.200.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.110 Water Conservation Measures

A. Landscape areas that are irrigated should be designed so that plants are grouped according to distinct hydrozones for irrigation of plants with similar water needs at good efficiency.

B. Newly landscaped areas should have soils be amended with either four (4) inches of appropriate organic material with the first two-inch layer tilled into existing soils, or as called for in a soil amendment plan for the landscape prepared by a state registered landscape architect or a professional agronomist.

C. Newly landscaped areas, except turf, should be covered and maintained with at least two (2) inches of organic mulch to minimize evaporation.

D. Irrigated turf strips that are less than five (5) feet in width are discouraged.

E. Irrigated turf on slopes with finished grades in excess of thirty-three percent (33%) is discouraged.

F. Retention of existing trees and associated understory vegetation is encouraged to reduce impacts to the stormwater system and to reduce water use. To provide an incentive for new development to retain existing trees and associated plantings, property owners proposing new development may apply for a credit against their future utility charges as provided in Chapter 13.14, SMC.

Section 7. That there is enacted a new section 17C.200.120 of the Spokane Municipal Code to read as follows:

Section 17C.200.120 Fees in Lieu of Planting Street Trees

The Planning Director, based upon a recommendation of the Urban Forester, may allow the payment of fees in lieu of street tree planting when site features and infrastructure prohibit adequate space for installation. When allowed, the owner of property which is adjacent to an area for which street trees are required may pay a fee of $650 per tree in lieu of undertaking the planting of street trees.

Section 8. That there is enacted a new section 17C.200.130 of the Spokane Municipal Code to read as follows:

Section 17C.200.130 Guarding against Damage From Construction Work

Any person, firm or corporation engaged in or responsible for the excavation, demolition, or construction of any building, structure, street, or engaging in any utility work, and prior to the commencement of such work, shall sufficiently guard and protect street trees, public trees, and shrubs located within the limits of streets or alleys and near the location where such work is conducted so as to minimize potential injury to said trees and to maximize their chance for survival. When street and public trees are near the project, any construction permits issued by the City must be approved by the director, who may require protective measures as specified in the Arboricultural Manual.

Section 9. That there is enacted a new section 17C.200.140 of the Spokane Municipal Code to read as follows:

Section 17C.200.140 Unauthorized Removal; Damage or Destruction; Penalty

A. No street tree shall be removed without the adjacent owner first obtaining a street tree permit obtained pursuant to SMC 12.02.960.

B. No person shall intentionally cause or suffer to be caused to any street tree any act or effort to destroy, kill, injure, mutilate, or deface a street tree by any means.

C. Any person responsible for a violation of SMC 17C.200.140(B) must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.

D. In addition to the other remedies required by this section, violation of this section is a class 1 civil infraction. The director has the discretion to issue a warning for a first-time violation.

Section 10. That there is enacted a new section 17C.200.150 of the Spokane Municipal Code to read as follows:

Section 17C.200.150 Incentives

A. Property owners who retain existing trees during new construction activities on their property may be eligible for additional reductions in their water service (for residential customers) or water meter (for commercial customers) charges based on the number of points accumulated according to Table 17C.200.150, under which each point is equal to a 1% reduction, up to a maximum point accumulation of 50 points.

Table 17C.200.150 – Tree Retention Incentives (new construction only)

For lots < 0.5 acre, if tree is:	Then points received are:		For lot > 0.5 acre, if tree is:	Then points received are:
8-15" diameter measured at 4 ½' above the ground	10		8-15" diameter measured at 4 ½' above the ground	5
16" + diameter measured at 4 ½' above the ground	20		16" + diameter measured at 4 ½' above the ground	10
Ponderosa Pine bonus	5 per additional tree		Ponderosa Pine bonus	5 per additional tree
To determine additional discount available on water service or water meter charges, add the number of points received from this table. Each point equals a one percent (1%) reduction to the water service or water meter charge. For example, if a property owner retains one 16" diameter tree and two Ponderosa Pines that are both 8" in diameter on a lot > 0.5 acre during new construction, that property has accumulated 30 points and therefore receives a thirty percent (30%) discount on either the water service or water meter charge for that lot.				

B. Additional Eligibility Criteria:

1. Applicant must show and describe tree protection zones ("TPZ") in development plans.
2. Applicant must maintain TPZs during the entire period of construction.
3. Species maintained must be non-invasive species in order to qualify for the incentive created by this section.
4. Retained tree(s) must be in fair condition or better.

5. All eligibility determinations may be subject to site inspections, upon reasonable notice to the property owner, and may be conducted before, during, and after construction activities.
6. Tree retention incentives as described in this section shall have a duration of one year for commercial customers and three years for residential customers.

Section 11. That section 17G.010.210 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.210 Application for Permits for Special Activities

A. Blasting Permit.
An applicant for a permit to conduct blasting operations on a particular job shall make written application to the engineering services department, on prescribed form, showing:
   1. if there is a structure at the blasting site, its occupancy, whether its power source is electricity or something else, and the combustibility of its contents;
   2. the name of the person to have immediate charge of the blasting operations;
   3. that the named blaster has currently in force a license, bond, and insurance;
   4. such other information as may be required.

B. Building Moving Permit.
   1. An applicant for a permit required to move any building, structure, or part of a structure along, over, or across a public way in the City must pay the prescribed fee and submit a written application on prescribed forms to the department of building services which application:
      a. gives the applicant's current state contractor registration number;
      b. is accompanied by the required street obstruction permit;
      c. states the address and legal description of the land onto which the structure is to be moved and, if such land is within the City, is accompanied by a building relocation permit, as provided in SMC 10.26.010.
      d. is accompanied by a certificate issued by an insurance company qualified to do business in Washington covering the moving activity with a general liability policy with minimum limits of five hundred thousand dollars combined single limit or an approved alternate indemnity arrangement;
      e. describes the structure to be moved;
      f. states the address from which the structure is to be moved;
      g. details the proposed route;

      h.details the measures to be undertaken to sufficiently guard and protect street trees, public trees, and shrubs located within the

limits of streets or alleys and along the proposed route so as to minimize potential injury to said trees and to maximize their chance for survival; and

((~~h.~~))i. states the date and time of the proposed move and estimates the time required to complete the move.

2. A building moving permit is a class IIIB license as provided in chapter 4.04 SMC.
3. No fee shall be charged for applications to move historic landmarks or buildings located within an historic district.

C. Sewer Permits.
1. A contractor or resident homeowner proposing to construct, reconstruct, extend, or repair a side sewer, private sewer, special side sewer, or private storm sewer, as defined in chapter 13.03 SMC, shall pay the prescribed fee and make application to the engineering services department for a permit, which application:
   a. gives the applicant's state contractor registration number, or contains a certificate that the applicant proposes to do work in connection with the residence owned by the applicant;
   b. indicates the legal and street address description of the premises to be served and the type of occupancy;
   c. subject to waiver by the city engineer, includes duplicate detailed plans of the work showing the entire course of the sewer from its terminus at the building(s) to the connection with the public sewer and, as may be required, detailing the structures and means for measuring, sampling, or otherwise determining the nature, quality, and quantity of sewage;
   d. gives such further information as maybe required.
2. If the work to be done under the sewer permit requires the excavation or obstruction of a public way, the applicant must obtain a street obstruction permit.
3. A separate tap permit, as provided in SMC 13.03.0606, is required for connection to the public sewer.

D. Street Obstruction Permit.
1. A person proposing to dig up, excavate, work in, occupy by person, equipment, structure, or material, or in any fashion obstruct, render less safe, or interfere with the free use of any public way must first make application to the engineering services department for a permit, which may be individual location under SMC 12.02.0706 or a master annual permit under SMC 12.02.0707.
2. Exemptions.
   The following activities do not require a street obstruction permit:

   a.A commercial tree licensed((~~, bonded, and insured tree trimming~~)) firm with a street tree permit may ((~~trim~~)) plant, prune, or remove

trees in the public right-of-way((~~, provided the work is not on an arterial or within the central business district. Additionally, for all other areas, this exemption does not apply, and a permit is still required if the work:~~

~~i. involves more than thirty minutes operations in the right-of-way (example: simply trimming branches and loading them in a truck), or~~

~~ii.if the work involves tree removal, stump grinding or chipping~~)) if such firm has received an annual tree service obstruction permit issued by the Development Services Center in coordination with the Urban Forester or his or her designee, as provided in SMC 12.02.0707.

b. A licensed, bonded, and insured sign company performing routine maintenance to existing signs, provided a traffic lane is not obstructed or the work is not within the central business district.
c. A licensed, bonded, and insured surveyor performing surveying work in the public way, provided the work is not on an arterial or within the central business district.
d. All persons, whether or not required to obtain a permit, shall notify the department of their activities.

3. The applicant shall:
   a. by plat or map show the exact location of the work, structure, material, or activity when required by city engineer;
   b. describe in detail the activity, the extent, and duration of the obstruction, and the precautions to be taken to protect the traveling public from the hazards occasioned, including, at least, lighting, barricading, and signing;
   c. pay the permit fee;
   d. if the activity is contracting work, demonstrate that the applicant has the appropriate license or registration certificate;
   e. post a bond as provided in SMC 7.02.070.

Section 12. That there is enacted a new chapter 13.14 of the Spokane Municipal Code to read as follows:

Chapter 13.14 Credit for Private Tree Retention

Section 13.14.010 Findings, purpose, and applicability

A. The City of Spokane finds that it is important for the City to help ensure that the City meets its goal of 30% of the land area of the City covered with tree canopy by 2030.
B. In order to do so, the City intends to provide an incentive to owners of private property to retain trees on newly-developed property through intentional

construction, design, protection and preservation, by providing a credit against the property owner's City ((~~utility bill~~))water service charge (for residential customers) or water meter charge (for commercial customers).

Section 13.14.020 Qualifications

A. In order to qualify for the utility fee credit established by this chapter, an applicant must provide documentary evidence (in the form of photos or a site visit by the Urban Forester or his or her designee) of the existence, type, location, and number of trees located on the applicant's undeveloped property which is to be developed. The fee credit established by this chapter is available only for undeveloped property which is to be developed.
B. Qualifying property owners may request that each qualifying property receive the credit established by this chapter by submitting a written request to the City of Spokane, using the form prescribed and supplied by the City. A property owner must make this request through a duly authorized agent.
C. If approved, the effective date for the credit shall be the month following the City's acceptance of an accurate, complete, and signed request. Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due, as previously billed, and subject to collection under to this chapter.
D. If a property owner qualifying under this section become the owner of additional property(ies), the owner must submit a new request for a credit for each property pursuant to subsection B of this section.
E. The property owner is responsible for reporting any change in the number of trees existing on the property that may affect qualification for the credit. If the property owner fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (i.e., the credit provided, multiplied by the applicable number of months) that may be due to the City.
F. Any property owner qualifying for the credit shall, as a condition of receiving the credit, agree to permit the Urban Forester, or his or her designee, to access the property upon seventy-two (72) hours' notice, to verify the existence, number, and type of trees located on the property.

Section 13.14.030 Periodic Review

The program created by this chapter shall expire on December 31, 2022. No later than June 30, 2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	City Council
Subject:	Protecting Leaves and Adding New Trees (PLANT) Ordinance
Date:	10/28/2019
Contact (email & phone):	Giacobbe Byrd (gbyrd@spokanecity.org)
City Council Sponsor:	Council Member Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	P.I.E.S.
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Sustainable Resources: Smart use of Water Resources for Economic Growth; Cleaner River Faster
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	PLANT seeks to help the City of Spokane achieve its goal of reaching 30% canopy coverage by 2030.

Background/History:

Spokane's urban forest is a unique environmental asset to the City. Trees within the City limits produce oxygen and filter airborne pollutants, save energy costs, and reduce storm water runoff, among other benefits.

With this in mind, the Spokane City Council passed a Title 12 Urban Forestry Ordinance in April of 2019 that committed the City of Spokane to three new urban forestry aspirational goals:

1. *Increase the canopy coverage (percentage of land surface area covered under a tree canopy) of all land within the City limits to 30% by the year 2030 (current canopy coverage estimated to be ~23%)*
2. *Create new reforestation programs and maintain existing ones*
3. *Update the Urban Forestry Plan once at least every five years*

Executive Summary:

*The PLANT Ordinance, sponsored by Council Member Lori Kinnear, **seeks to help the City achieve its goal of reaching 30% canopy coverage by 2030** by amending Title 17 of the Spokane Municipal Code to:*

- ***Remove exception** for street tree planting requirements when constructing new single family and duplex dwelling units.*
- *Require the **installation of auto-irrigation systems** (if not installed already) **on properties undergoing new development**.*
- ***Implement fees in lieu** of planting street trees in limited circumstances.*
- *Emphasize and clarify regulations to **protect trees during construction activities** from demolition and excavation to new and renovated buildings.*
- *Emphasize and clarify regulations regarding the City's ability to undertake **street tree maintenance** work with the goal of making the regulations **more apparent to the development community**.*
- *Create a **new incentive**-based tree retention City utility bill credit program.*

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.)

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:

Agenda Sheet for City Council Meeting of: 11/25/2019		**Date Rec'd**	10/21/2019
		Clerk's File #	ORD C35845
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 6256269	**Project #**	
Contact E-Mail	AMCDANIEL@SPOKANCITY.ORG	**Bid #**	
Agenda Item Type	Final Reading Ordinance	**Requisition #**	
Agenda Item Name	0320 ORDINANCE ENACTING THE PROVISIONS OF HB 1406		

Agenda Wording

An ordinance imposing a sales and use tax, as a deduction from existing state sales and use tax collection, to fund investments in affordable and supportive housing; enacting a new chapter 08.07B;

Summary (Background)

The Washington State Legislature enacted SHB 1406 that authorizes cities that have enacted a qualifying local tax, such as the City of Spokane's 2016 housing levy under RCW 84.55.050, to impose a local sales and use tax of 0.0073 percent for up to twenty years. The City Council adopted Resolution 2019-0062 with the intention to adopt legislation to authorize the maximum capacity of the tax. This ordinance imposes the maximum local sales and use tax authorized.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MCDANIEL, ADAM	**Study Session**	10/17/19
Division Director		**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and amending section 08.07.040 of the Spokane Municipal Code.

Summary (Background)

This local sales and use tax will be credited against the state sales and use tax so that the total tax paid by the consumer will not increase

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C35845

An ordinance imposing a sales and use tax, as a deduction from existing state sales and use tax collection, to fund investments in affordable and supportive housing; enacting a new chapter 08.07B; and amending section 08.07.040 of the Spokane Municipal Code.

WHEREAS, Spokane lacks enough housing which is affordable to households at all income types; and

WHEREAS, in Spokane, 47.7% of Spokane renters are cost-burdened and 20.3% of homeowners are cost-burdened, meaning that they pay more than thirty percent of their income on housing; and

WHEREAS, also, 22.1% of Spokane's renters are severely cost–burdened, and 7.5% of Spokane's homeowners are severely cost-burdened, meaning that they spend fifty percent or more of their income on housing; and

WHEREAS, housing cost burdens put households at risk of financial instability and greater risk of homelessness, as well as limiting a household's ability to save and achieve financial stability; and

WHEREAS, under the ALICE ("Asset Limited Income Constrained Employed") framework, the minimum household survival income for a family of four in Spokane (which includes housing, childcare, food, transportation and healthcare) is $58,968, significantly greater than Spokane's median household income of $46,523; and

WHEREAS, forty-five percent (45%) of Spokane's residents have incomes below the ALICE threshold; and

WHEREAS, while Spokane's median household income increased 13% from 2009 to 2017, the median resale home price in Spokane County increased by 41%, and the median apartment rent in Spokane County has increased by 53% during that same period; and

WHEREAS, thirty-eight percent (38%) of the households in the Spokane Metro Fair Market as established by HUD, are renters, and renting households in Spokane earn $646 less per month than the amount required to pay the median rent in Spokane; and

WHEREAS, at the same time, the overall rental vacancy rate for all housing types remains at a historic low of 2.4%, while a 5% vacancy rate is considered a healthy vacancy rate in a competitive housing market; and

WHEREAS, according to the Washington State Department of Commerce ("Commerce"), a main driver of the recent increase in homelessness is rental increases

caused by the fact that the supply of rental housing is simply not keeping pace with demand; and

WHEREAS, in the recent 2019 Annual Point-in-Time Count of homeless people in Spokane County, a lack of affordable housing is the one of the top five cited reasons for homelessness; and

WHEREAS, according to Commerce's 2015 Housing Needs Assessment, there are only five units of affordable housing per 100 households in the Spokane area earning between 50% - 80% AMI; and

WHEREAS, currently, 1,200 households are on the Spokane Housing Authority's waitlist, which has been closed since 2016 and is expected to remain closed for two more years due to lack of supply, and on that list, the average wait to receive a housing voucher is three to five years; and

WHEREAS, the Joint Administration-Council 6-Year Strategic Plan includes as an essential goal protecting our most vulnerable by reducing homelessness and protecting other vulnerable populations in Spokane; and

WHEREAS, the Joint Administration-Council 6-Year Strategic Plan also includes as a goal to work collaboratively with regional partners, increase affordable housing and increase housing quality and diversity; and

WHEREAS, the vision of the City of Spokane Comprehensive Plan Housing chapter includes "affordable housing of all types will be available to all community residents in an environment that is safe, clean, and healthy" "keeping housing affordable", "encouraging home ownership", "developing a good mix of housing types", and "encouraging housing for the low-income and homeless throughout the entire city"; and

WHEREAS, the City of Spokane Comprehensive Plan's goal for housing choice and diversity is to "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"; and

WHEREAS, the City of Spokane Comprehensive Plan policy H 1.7 is to "promote socioeconomic integration throughout the city", based on a finding that the lack of "…housing affordability acts as a barrier to integration of all socioeconomic groups throughout the community"; and

WHEREAS, the City of Spokane Comprehensive Plan policy H 1.9 is to "encourage mixed income developments throughout the city" because "mixed income housing provides socio-economic diversity that enhances community stability and ensure that low-income households are not isolated in concentrations of poverty"; and

WHEREAS, the City of Spokane Comprehensive Plan policy H 1.12 is to "support the development of affordable housing development funding sources"; and

WHEREAS, stable housing increases student achievement and graduation rates, reduces risk factors for child abuse and neglect, improves health outcomes and access to medical care for the entire family, improves outcomes for survivors of domestic violence, and generally improves the economic stability of low-income households;

WHEREAS, Spokane area housing developers identified a lack of gap funding as a barrier to producing more housing options for Spokane residents; and

WHEREAS, existing sources of funding for affordable housing and permanent supportive housing are insufficient to meet the needs of all individuals and families experiencing housing cost burden, displacement, and homelessness in Spokane; and

WHEREAS, investments in affordable housing provide access to opportunity for low wage workers and their families, increase mobility from poverty, and foster inclusive communities accessible to all; and

WHEREAS, investing in permanent supportive housing is a proven, cost-effective, and humane solution to provide stability, security, and access to critical health and social services for people exiting homelessness; and

WHEREAS, the City of Spokane recognizes the urgent need to increase investments in the production, preservation, and ongoing operation and maintenance of affordable housing and permanent supportive housing; and

WHEREAS, during the 2019 session, the Washington State Legislature enacted SHB 1406 (published as Chapter 338, Laws of 2019) that authorizes cities that have enacted a qualifying local tax, such as the City of Spokane's 2016 housing levy under RCW 84.55.050, to impose a local sales and use tax of 0.0073 percent for up to twenty years; and

WHEREAS, the local sales and use tax will be credited against the state sales and use tax so that the total tax paid by the consumer will not increase; and

WHEREAS, the local sales and use tax revenue shall be spent on acquiring, rehabilitating, or constructing affordable housing or supportive housing for individuals at or below sixty percent (60%) of the Spokane AMI, and for other related expenditures as authorized by Chapter 338, Laws of 2019; and

WHEREAS, Chapter 338, Laws of 2019 authorizes the City of Spokane to issue general obligation or revenue bonds for up to twenty years in duration to carry out the purposes of the legislation and to pledge the revenue collected by the local sales and use tax to repay the bonds; and

WHEREAS, the City Council, in accordance with Chapter 338, Laws of 2019, has adopted a resolution of intent (RES 2019-0062, (July 29, 2019)), to adopt legislation to authorize the maximum capacity of the tax within six months of the effective date of Chapter 338, Laws of 2019; and

WHEREAS, the City of Spokane intends to impose the maximum local sales and use tax authorized under Chapter 338, Laws of 2019, to provide urgently-needed funding to address the affordable housing crisis in our community.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section 1. That there is enacted a new Chapter 08.07B of the Spokane Municipal Code to read as follows:

Chapter 08.07B Sales and Use Tax for Affordable and Supportive Housing
Section 08.07B.010 Imposition of Tax; Deduction from Amount Collected by the State Department of Revenue

A. There is imposed a sales and use tax, as the case may be, as authorized by Chapter 338, Laws of 2019, which shall be codified in chapter 82.14 RCW, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to chapter 82.08 and 82.12 RCW.

B. The rate of the tax imposed by this section shall be 0.0073 percent of the selling price or value of the article used, as the case may be.

C. The tax imposed under this section shall be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under chapter 82.08 or 82.12 RCW. Under subsection 1(3) of Chapter 338, Laws of 2019, the Department of Revenue will perform the collection of such taxes on behalf of The City of Spokane at no cost to the City.

D. Under subsections 1(4) and 1(5) of Chapter 338, Laws of 2019, the Department of Revenue will calculate the maximum amount of tax distributions for The City of Spokane based on the taxable retail sales in the City in state fiscal year 2019, and the tax imposed under this section will cease to be distributed to the City of Spokane for the remainder of any state fiscal year in which the amount of tax exceeds the maximum amount of tax distributions for the City as properly calculated by the Department of Revenue. Distributions to The City of Spokane that have ceased during a state fiscal year shall resume at the beginning of the next state fiscal year.

Section 08.07B.020 Purposes

A. The City may use the moneys collected by the tax imposed under SMC 08.07B.010 or bonds issued under subsection 1(9) of Chapter 338, Laws of 2019 only for the following purposes and in accordance with Chapter 338, Laws of 2019:

    1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or

    2. Funding the operations and maintenance costs of new units of affordable or supportive housing.

B. The housing and services provided under this section may only be provided to persons whose income is at or below 60 percent (60%) of the median income of the City.

C. In determining the use of funds under this section, the City must consider the income of the individuals and families to be served, the leveraging of the resources made available by the tax collected under SMC 08.07B.010, and the housing needs in Spokane.

Section 08.07B.030 Reporting

The City's Chief Financial Officer or designee shall report annually to the Washington State Department of Commerce, in accordance with the Department's rules, on the collection and use of the revenue from the tax imposed under SMC 08.07B.010.

Section 08.07B.040 Sunset

In accordance with subsection 1(12) of Chapter 338, Laws of 2019, the tax imposed by the City under SMC 08.07B.010 will expire 20 years after the date on which the tax is first imposed. Beginning three years before the expiration date, the City's Chief Financial Officer or designee shall provide notice to the City Council and the Mayor of the expiration date of the tax each year, and shall also promptly notify the City Council and Mayor of any changes to the expiration date.

Section 2. That Section 08.07.040 of the Spokane Municipal Code is amended as follows:

Section 08.07.040 Collection and Administration

A. The local sales and use tax is collected by the state department of revenue under a contract with the City which provides for a deduction by the department of a percentage, not to exceed two percent of the tax collected, for its expenses.

B. Whenever there is in effect a sales and use tax imposed by the County of Spokane pursuant to RCW 82.14.030(2), there is payable to the County from the City's tax revenues fifteen percent of the County's tax rate.

C. The administration and collection of the tax imposed by Chapter 08.07B, SMC shall be in accordance with the provisions of RCW 82.14.050 and Chapter 338, Laws of 2019.

Section 3. That the City's Chief Financial Officer is authorized to provide any necessary notice to the Washington Department of Revenue to effectuate the tax enacted by this ordinance and to execute, for and on behalf of the City of Spokane, any necessary agreement(s) with the Washington Department of Revenue for the collection and administration of the tax enacted by this ordinance.

Section 4. That any notice given or agreement(s) executed by the City's Chief Financial Officer as authorized by Section 4 of this ordinance prior to the effective date of this ordinance is/are hereby ratified and confirmed.

Section 5. That Sections 1 through 3 of this ordinance shall take effect on _____.

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: 10/21/2019		Date Rec'd	10/9/2019
		Clerk's File #	FIN 2019-0001
		Renews #	
Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0410 - SET BUDGET HEARINGS		

Agenda Wording

Setting the Hearings for review of the 2020 Proposed Budget beginning Monday, November 4, 2019 and continuing thereafter at the regular Council meetings through December 2, 2019.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the 2020 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on November 4, 2019 and are currently scheduled to continue each Monday through December 2, 2019. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	BROWN, SKYLER	**Other**	
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT	pingiosi@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	lwilliams@spokanecity.org	
Additional Approvals			
Purchasing			