CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **June 28**, **2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at https://my.spokanecity.org/citycable5/live, or by calling 1-408-418-9388 and entering the access code 146 396 3105 for the 3:30 p.m. Briefing Session or 187 256 1344 for the 6:00 p.m. Legislative Session when prompted; meeting password is 0320.

To participate in virtual public comment:

Sign up to give testimony at https://forms.gle/RtciKb2tju6322BB7. You must sign up in order to be called on to testify. The form will be open at 5:00 p.m. on Monday, June 28, 2021, and will close at 6:00 p.m. At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, June 28, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

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!

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

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may 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 (3) minutes to present their 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, JULY 19, 2021

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021 via Resolution 2021-0019

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 during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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

Approve

1.	Easement for City sewer pipe which crosses Fairchild	Approve	OPR 2021-0460
	Air Force Base Property from September 1, 2020		
	through August 30, 2045. (Council Sponsor: Council		
	President Beggs)		

Raylene Gennett

2. Contract Extension with parking consultant, Dixon Resources Unlimited (San Diego, CA) for continued support implementing key strategies within the 2019 Downtown Parking Study for Parking Services—\$107,400. (Council Sponsor: Council Member Stratton)

Jesten Ray

3. Contract Amendment No. 1 with HDR Engineering for Approve the Wastewater Collection SCADA project—\$197,903.94. (Council Sponsor: Council President Beggs)

Marcia Davis

4. Contract Renewal No. 1 with Olin Corporation, dba Olin Chlor Alkali Products and Vinyls, (Tracy, CA) to supply liquid sodium hypochlorite to Riverside Park Water Reclamation Facility—\$305,200 (plus tax). (Council Sponsor: Council President Beggs)

OPR 2020-0548 ENG 2017125

OPR 2019-0528

Approve OPR 2018-0410 BID 4455-18

Mike Cannon

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5.	Acceptance of the fiscal year 2020 Continuum of Care Program Grant Award & Agreement as well as permission to enter into subrecipient contracts beginning August 1, 2021—\$4,148,698 Revenue. (Council Sponsor: Council Member Stratton) Debbie Cato	Approve & Auth. Contracts	OPR 2021-0461
6.	CHHS is requesting permission to amend and extend agreements with:	Approve All	
	a. the Safe Shelter Program funded with Emergency Solutions Grant-Coronavirus funds—\$581,096.		OPR 2020-0586
	b. the Women's Hearth Drop-In Day Center Program funded with Emergency Solutions Grant-Coronavirus—\$105,415.		OPR 2021-0127
	c. the House of Charity Program agreement funded with Emergency Solutions Grant-Coronavirus funds—\$581,096.		OPR 2020-0061
	d. the Hope House Program agreement funded with Emergency Solutions Grant-Coronavirus funds—\$266,166. (Council Sponsor: Council President Beggs)		OPR 2020-0572
7.	Association of Police Sheriffs and Chiefs to be used towards the investigation of unresolved sexual assault cases and bringing them to meaningful conclusion—\$208,000 Revenue. (Relates to Special Budget Ordinance C36079) (Council Sponsor: Council Member Kinnear)		
8.	Mike McNab Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system—\$81,827.99 (incl. tax). Dusty Patrick	Approve	OPR 2017-0356
9.	Report of the Mayor of pending:	Approve &	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through, 2021, total \$, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$	Authorize Payments	CPR 2021-0002

	b. Payroll claims of previously approve through, 2021: \$	/ed obligations _·	6	CPR 2021-0003
10.	City Council Meeting Minutes:	, 2021.	Approve All	CPR 2021-0013

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)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36079 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety & Judicial Grant Fund

- 1) Increase revenue by \$208,000
 - a. Revenue increase due to awarded grant funding through WASPC toward Sexual Assault Kit Initiative program
- 2) Increase appropriations by \$208,000
 - a. Increase in appropriations to be used as follows:
 - i. Salary/Benefits and Overtime in the amount of \$150,000
 - ii. Eligible Training/Travel in the amount of \$10,000
 - iii. Contractual Services for DNA Testing services in the amount of \$10,000
 - iv. Subaward contract for victim advocacy services in the amount of \$38,000

(This action allows acceptance of grant funding to be used towards the investigation of sexual assault cases.) (Relates to Consent Agenda Item No. 7) (Council Sponsor: Council Member Kinnear)

Mike McNab

NO EMERGENCY ORDINANCES NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C36069 (To be considered under Hearing Item H1.b.)

FIRST READING ORDINANCES

ORD C36080

Amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan." (Council Sponsor: Council Member Kinnear)

Nathan Gwinn

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1.

- a. Hearing on validated Initiative 2021-2 C petitions filed on behalf of Jennifer Thomas, E petitioner, regarding Charter Amendment adopting the Spokane Cleaner Energy Protection Act. (LGL 2021-0022).
 - Council Decision
- b. Final Reading Ordinance C36069 regarding Charter Amendment adopting the Spokane Cleaner Energy Protection Act.

Adopt Upon ORD C36069 Roll Call Vote

Terri Pfister

Motion to Approve Advance Agenda for July 19, 2021 (per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

<u>ADJOURNMENT</u>
The July 19, 2021, Regular Legislative Session of the City Council is adjourned to July 26, 2021.

NOTES

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	6/3/2021
07/19/2021	Clerk's File #	OPR 2021-0460	
	Renews #		
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	RAYLENE GENNETT 625-7901	Project #	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4320 - EASEMENT WITH FAIRCHILD AF	B FOR SPOKANE SAN	ITARY SEWER

Agenda Wording

Council approval of Easement for City of Spokane's sewer pipe which crosses Fairchild AFB Property. This is for a 25-year easement agreement. Prior easement in 1995 has expired and needs to be extended.

Summary (Background)

City of Spokane wastewater collection system serves Fairchild Air Force Base. About 2200 feet of the city system goes through Fairchild Air Force property. This nonexclusive easement is for the operation and maintenance of the sanitary sewer that crosses the Fairchild Air Force property. Prior easement (OPR 1995-0883) expired in August 2020.

Lease?	NO (Grant related? NO	Public Works? NO		
Fiscal Impact			Budget Account		
Neutral	\$		#		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
Dept He	ad	GENNETT, RAYLENE	Study Session\Other	PIES 6/28/21	
Division Director TWOHIG		TWOHIG, KYLE	Council Sponsor	Breean Beggs	
<u>Finance</u>	!	ALBIN-MOORE, ANGELA	Distribution List		
Legal RICHMAN, JAMES		RICHMAN, JAMES	hbarnhart@spokanecity.org		
For the Mayor ORMSBY, MICHAEL		ORMSBY, MICHAEL	kkeck@spokanecity.org		
Additional Approvals			mhughes@spokanecity.org		
Purchas	sing		Tax & Licenses		
			rgennett@spokanecity.org		

Briefing Paper Public Infrastructure, Environment, and Sustainability

Division & Department: Public Works – Wastewater Collections			
Subject:	Easement with Fairchild AFB for Spokane for Sanitary Sewer		
Date:	June 28 th , 2021		
Contact (email & phone):	Raylene Gennett Wastewater Director 625-7901		
	rgennett@spokanecity.org		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:	Marlene Feist		
Committee(s) Impacted:	PIES		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables,	Approval of the 25 year easement agreement with Fairchild Air		
delivery duties, milestones	Force Base for sanitary sewer		
to meet)			
	Spokane wastewater collection system serves Fairchild Air Force		
	e city system goes through Fairchild Air Force property. This		
	r the operation and maintenance of the sanitary sewer that		
crosses the Fairchild Air Force property. Prior easement (OPR 1995-0883) expired in August			
2020.			
Executive Summary:			
1 ·	e's sewer pipe which crosses Fairchild AFB Property.		
25-year easement agreemer	nt.		
Prior easement in 1995 has expired and needs extension.			
Budget Impact:			
Approved in current year budget? Yes No N/A			
Annual/Reoccurring expenditure? Yes No N/A			
If new, specify funding source: Department			
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?			
Specify changes required:			
Known challenges/harriers:			

Instrument Number: USAF-AMC-GJKZ-20-2-0397

City of Spokane Clerk's No. 2021-0460 Linked with OPR 1995-0883

DEPARTMENT OF THE AIR FORCE GRANT OF EASEMENT

FOR

CITY OF SPOKANE

ON

FAIRCHILD AIR FORCE BASE, WASHINGTON

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Instrument Number: USAF-AMC-GJKZ-20-2-0397

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest, does hereby grant and convey to CITY OF SPOKANE, an Easement, duly incorporated in the State of Washington and authorized to do business in this State (Grantee), a nonexclusive Easement for the operation and maintenance of a sanitary sewer line on, over, under, and across the property on Craig Road Landfill Annex, Fairchild Air Force Base (AFB), Washington, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1. Term.

This Grant shall be for a term of 25 years commencing 1 September 2020 and ending 30 August 2045 unless sooner terminated, in accordance with this Agreement.

- **1.2. Termination.** The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit. If the Easement is terminated for any reason, Grantee is no longer obligated to provide a sewer services to the Grantor.
- **2. CONSIDERATION.** The consideration for the Easement shall be the operation and maintenance of the sanitary sewer line for the benefit of the general public in accordance with the terms and conditions contained herein.

3. CORRESPONDENCE

Any written notices under this instrument shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GRANTOR: 92 CES/CEIAP Fairchild Air Force Base 100 W. Ent St.

Form Approved By SAF/GCN 29 Oct 2014 Previous Versions Obsolete

1

Fairchild AFB, WA 99011

GRANTEE: Director of Public Works City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99210

With a Copy to: City of Spokane, City Attorney's Office 808 W. Spokane Falls Blvd, Floor 5 Spokane, WA 99210

4. USE OF EASEMENT AREA

- **4.1. Permitted Uses.** The Grantee shall use the Easement Area solely for purposes of the operation and maintenance of a sanitary sewer line. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.
- **4.2. Grantee Access.** Grantee is granted the nonexclusive right to use the walkways, streets, and roads on Craig Road Landfill Annex, Fairchild AFB, Washington in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.
- **4.3. Grantor's Right of Access And Inspection.** Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.
- **4.4. Grantor's Reasonable Regulation.** The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time impose.
- **4.5. No Obstructions.** Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.
- **4.6. Limitation Of Grantee Rights.** Except as is reasonably required to effect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

- **5.1. Termination.** This Easement may be terminated in whole or in part by the Grantor for Grantee's failure to comply with the terms of this Easement, and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give written notice of any termination, which shall be effective as of the date of the notice. Grantor shall provide a minimum of thirty (30) days notice to Grantee of termination for any reason.
- **5.2. Remedies For Non-Compliance.** In the event the Grantee fails to comply with any obligation under this Easement, the Grantor may pursue monetary damages, equitable relief, or both.

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Air Force may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

8. MAINTENANCE AND REPAIR OF EASEMENT AREA

- **8.1. Maintenance of Easement Area.** The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the sewer line within the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.
- **8.2. Damage to Government Property.** If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Parties may agree the Grantee to pay to the Government money in an amount

sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

10. INSURANCE

- **10.1. Risk of Loss.** The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area and Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes due to Grantee's operations and maintenance of the sewer infrastructure, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.
- **10.2. Grantee Insurance Coverage.** The Parties recognize the Grantee is a governmental entity, is self-insured and carries an excess insurance policy in accordance with Washington State law.
- 10.3. General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Washington; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.
- **10.4.** Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a letter of self-insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

- **10.5. Damage or Destruction of Easement Area.** In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:
- 10.5.1. In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.
- 10.5.2. In the event that the Government, in consultation with the Grantee, agree that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee agrees to restore sewer infrastructure and any damage Grantee caused to the Easement Area as nearly as practicable to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

- 11.1. Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of the Installation.
- **11.2. Airfield Construction.** Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

12. COSTS OF UTILITIES/SERVICES

Reserved. Not addressed in this easement.

13. RESTORATION

- 13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the Easement Term Expiration Date or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.
- 13.2. Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, after consultation with Grantee, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored as reasonably necessary at the expense of Grantee; and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

Neither Party may assign this Easement without the prior written consent of the Other Party.

15. LIENS AND MORTGAGES

Reserved

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and

assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Grantor to the full extent determined by law for any violation of such law, regulation, or standard and shall also reimburse the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them, which arise as a direct result of Grantees operations. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Grantor, indemnify Grantor for all costs of completing such cleanup, abatement, or response action, caused by Grantee's actions.

- **16.2.** Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.
- **16.3. Indemnification.** The Grantee shall, to the extent permitted by law, indemnify the Grantor, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Grantor and others, directly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any applicable laws that may be in effect from time to time.
- **16.4.** Government Caused Environmental Damage. Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.
- 16.5. Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 5.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Law. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.
- **16.6. Grantee Response Plan.** The Grantee shall notify the base fire department of any emergency release of fuel or other chemical spill at (509)247-5215 along with the base real property officer identified previously in this agreement.

- **16.7. Pesticide Management.** Any pesticide use will require prior Government approval.
- **16.8.** Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as applicable and as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), as applicable from the Term Beginning Date through the Term Expiration Date.
- **16.9. Protection of Environment and Natural Resources.** The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage caused by Grantee's actions.
- **16.10. Pesticides and Pesticide Related Chemicals in Soil.** The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

Reserved

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

- **18.1.** Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) https://ar.afcec-cloud.af.mil/ (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.
- **18.2. Occupational Safety and Health.** The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, the Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

- **20.1. IRP Records.** On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. Fairchild AFB IRP records can be located at the following weblink, https://ar.afcec-cloud.af.mil/
- **20.2. Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.
- 20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;
- 20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;
- 20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and
- 20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such

wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3. ACCESS FOR RESTORATION

- 20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.
- 20.3.2. The United States Environmental Protection Agency (USEPA) and State of Washington, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with Air Force's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY / ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Baseline Survey ("EBS") Waiver for the Easement Area dated 28 July 2020 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Term Beginning Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

- **22.1.** Covenant Against Contingent Fees. The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.
- **22.2. Officials Not to Benefit.** No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3. Gratuities.

- 22.3.1. The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.
- 22.3.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- 22.3.3. If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.
- 22.3.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Easement.
- **22.4. No Joint Venture.** Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

- **22.5. Records and Books of Account.** The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.
- **22.6.** Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.
- **22.7.** Counterparts. This Easement is executed in three (3) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- **22.8. Personal Pronouns.** All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.
- **22.9. Entire Agreement.** It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.
- **22.10. Partial Invalidity.** If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.
- **22.11. Interpretation of Easement.** The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties

equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

- **22.12. Identification of Government Agencies, Statutes, Programs, and Forms.** Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.
- **22.13. Approvals.** Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.
- **22.14.** Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.
- **22.15.** No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.
- 22.16. Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Washington; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation

under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

- **24.1. Rights Not Impaired.** Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.
- **24.2. Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.
- **24.3. Permanent Removal and Barment.** Notwithstanding anything contained in this Easement to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.
- **24.4.** No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

- **25.1.** Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.
- **25.1.1.** "Applicable Laws" means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project ("Project" means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.
- **25.2. Permits, Licenses, and Approvals.** The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.
- **25.3. No Waiver of Sovereign Immunity.** Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises exclusive federal legislative jurisdiction over the Easement Area.
- **25.4 Grantee Responsibility for Compliance.** Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee's use and occupation of the Easement Area.
- **25.5. Grantee Right to Contest.** The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties. Such amendments may include, but are not limited to, extensions of the Easement Termination Date.

29. GENERAL INDEMNIFICATION BY GRANTEE

- **29.1.** No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.
- **29.2.** Grantee Liability. Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not

extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

34. EXHIBITS

Three (3) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises

Exhibit B - Map of Premises

Exhibit C – Environmental Baseline Survey

	TNESS WHEREOF, 1 , 20	I have hereunto set my hand the day of
		THE UNITED STATES OF AMERICA by its Secretary of the Air Force
		By:CASSIUS T. BENTLEY, III, Colonel, USAF Commander, 92d Air refueling Wing
		ACCEPTANCE
The Gr	antee hereby accepts	this Grant of Easement and agrees to be bound by its terms.
DATED:	day of	, 20
		GRANTEE:
		CITY OF SPOKANE
		By:
		Print Name
		Title:

Instrument Number: USAF-AMC-GJKZ-20-2-0397

Exhibit A - Description of Premises

A parcel of land located in the southeast quarter (SE1/4) of Section 27, Township 25

North, Range 41 East, Williamette Meridian, Spokane County, Washington and described as

follows:

Beginning at a point within the Craig Road right of way also being the northeast corner of

said southeast quarter (SE1/4) of said Section 27; thence westerly along the north line of said

southeast quarter (SE1/4) a distance of 2275 feet; thence on a deflection angle of 46°51' to the

left (southwesterly) from the prolongation of the preceding call, a distance of 285 feet; thence at

a defelection angle of 90° to the left (southeasterly) from the prolongation of the preceding call, a

distance of 30 feet; thence on a deflection and of 90° to the left (northeasterly) from the

prolongation of the preceding call, a distance of 251.44 feet to a point lying 45 feet south of

when measured at right angles to the north line of the southeast quarter (SE1/4); thence easterly

parallel with and 45 feet south of said north line, a distance of 2275 feet to the east line of

19

Section 27 also being within the Craig Road right-of-way; thence northerly along said east line a

distance of 45 feet to the POINT OF BEGINNING.

Contains 2.54 acres, more or less.

Form Approved By SAF/GCN 29 Oct 2014 Previous Versions Obsolete

Previous Versions Obsolete

Exhibit B - Map of Premises



Instrument Number: USAF-AMC-GJKZ-20-2-0397

Exhibit C – Environmental Baseline Survey



DEPARTMENT OF THE AIR FORCE

HEADQUARTERS 92D AIR REFUELING WING (AMC) FAIRCHILD AIR FORCE BASE WASHINGTON

JUL 2 8 2320

MEMORANDUM FOR 92 CES/CEIAP

FROM: 92 CES/CD

SUBJECT: Environmental Baseline Survey (EBS) Waiver - Real Estate Outgrant for City of Spokane

- 1. In accordance with AFI 32-7066, paragraph 3.3.3.1., an EBS waiver is authorized when renewing a temporary interest in real property if no change in the premises or in allowable use will occur. The following criteria must also be met: the condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents; the allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels; and the allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc). Additionally, IAW AFI 32-7066, paragraph 3.3.1., the BCE or authorized designee, is the approval authority for an EBS waiver.
- 2. The City of Spokane maintains a sewer line running from the sewer main at Craig Road to the intertie on property owned by USAF at the historic Craig Road landfill. The renewal of the outgrant easement with Fairchild AFB will be under the same conditions and for the same purpose as the previous outgrant. The proposed time frame for the outgrant easement is 25 years. The maintenance of the sewer line will not create unacceptable human health or safety risks; will not introduce more than minimal levels of hazardous substances or petroleum products; and is consistent with environmental compliance requirements.
- 3. Based on the above criteria and information, I waive the requirement for an EBS for the subject real estate outgrant.

ONALD R. DANIELS, GS-14, DAF

Deputy Base Civil Engineer

REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS Report Col RCS: 20-0					I		
INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).							
SECTION I - PROPONENT INFORMATION							
1. TO (Environmental Planning Function)	2. FROM (Proponent organization and functional address sy	mbol)	2a. T	ELEPH	IONE N	10.	
92 CES/CEIE 92 CES/CEIAP						3	
3. TITLE OF PROPOSED ACTION Craig Road Sewer Outgrant Easement to the C	City of Spokane			-			
4. PURPOSE AND NEED FOR ACTION (Identify decision to be n	nade and need date)						
Page 2							
5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES	S (DOPAA) (Provide sufficient details for evaluation of the total a	ction.)					
Page 2							
6. PROPONENT APPROVAL (Name and Grade)	6a. SIGNATURE MASSEY.TRAVI Digitally signed by		6b. D.	D. DATE			
TRAVIS MASSEY, GS-11	S.F.1136383880 Date: 2020.07.14 16:	1136383880 22:35 -07'00'	202)200714			
SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. Including cumulative effects.) (+ = positive effect; 0 =	(Check appropriate box and describe potential environmental no effect; = adverse effect; U= unknown effect)	effects	+	0	-	U	
7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (No.	ise, accident potential, encroachment, etc.)			V			
8. AIR QUALITY(Emissions, attainment status, state implementation plan, etc.)							
9. WATER RESOURCES (Quality, quantity, source, etc.)							
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, bird/wildlife aircraft hazard, etc.)							
11. HAZARDOUS MATERIALS/WASTE(Use/storage/generation, solid waste, etc.)							
12. BIOLOGICAL RESOURCES (Wetlands/floodplains, threatened or endangered species, etc.)							
13. CULTURAL RESOURCES (Native American burial sites, arch	haeological, historical, etc.)			V			
14. GEOLOGY AND SOILS (Topography, minerals, geothermal, II	nstallation Restoration Program, seismicity, etc.)			V			
15. SOCIOECONOMIC (Employment/population projections, school	pol and local fiscal impacts, etc.)			Ø			
16. OTHER (Potential impacts not addressed above.)				Ø			
SECTION III - ENVIRONMENTAL ANALYSIS DETERMINA	TION						
17. PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2.3.19 ; OR PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.							
18. REMARKS							
Granting easements, leases, licenses, r	rights of entry, and permits to use Air F	orce co	ontro	olled in			
property for activities that, if conducted by the Air Force, could be categorically excluded in accordance with 32 CFR 989 Appendix B. The EPF must document application of this CATEX on							
AF Form 813.	B. The Elit Must document approach	511 0 1 (11			.,		
19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION	19a. SIGNATURE		19b.	DATE			
(Name and Grade)	NESTER.KRISTI	A.1147295118	202	0072	.7		
Kristin Nester N.A.1147295118							

AF IMT 813, SEP 99, CONTINUATION SHEET

- 4. PURPOSE AND NEED FOR ACTION: The city of Spokane maintains the Fairchild AFB's sanitary sewer from sewer main at Craig Road to the intertie on property owned by USAF at historic Craig Rd landfill; a distance of approximately 100 yards from Craig Rd to the intertie on USAF property. The sewer line requires periodic maintenance and repair by the city of Spokane. The city of Spokane currently has an outgrant easement with Fairchild AFB for maintenance and repair of the sewer line intertie on USAF property that expires at the end of August 2020. The purpose of this AFF813 is to renew the city of Spokane's current outgrant easement with Fairchild AFB under the same conditions for the same purpose. The proposed time frame for the outgrant easement is 25 years.
- 5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA):

PROPOSED ACTION: Renew real estate outgrant easement to the city of Spokane to maintain/repair sewer from sewer main at Craig Road to the intertie on property owned by USAF at historic Craig Rd landfill; a distance of approximately 100 yards..

ALTERNATIVE I: No Action alternative. Do not renew real estate outgrant easement to the city of Spokane to maintain/repair sewer line on USAF property. The sewer line on Fairchild AFB will not be maintained/repaired and will fall into disrepair.

ALTERNATIVE II: Build waste water treatment plant on Fairchild AFB to treat Fairchild AFBs sewer needs. This is a costly and permit intensive alternative that would take years to see fruition.

18. (Continued): The proposed action to renew a real estate outgrant easement to continue to allow the city of Spokane to repair/maintain the sewer line from sewer main at Craig Road to the intertie on property owned by USAF at historic Craig Rd landfill qualifies for categorical exclusion A2.3.19, granting permits to use Air Force controlled property for activities that, if conducted by the Air Force, could be categorically excluded. The proposed action is going to occur in an area that is in attainment with criteria pollutants in accordance with the Clean Air Act. Proposed action has no unique circumstances as defined in 32 CFR 989 Appendix A2.2.

SPOKANE Agenda Sheet	Date Rec'd	6/29/2021		
07/19/2021	Clerk's File #	OPR 2019-0528		
		Renews #		
Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #		
Contact Name/Phone	JESTEN RAY 6819	Project #		
Contact E-Mail	JRAY@SPOKANECITY.ORG	<u>Bid #</u>		
Agenda Item Type	Contract Item	Requisition #	CR22691	
Agenda Item Name 1460 - CONTRACT EXTENSION WITH COST FOR DIXON RESOURCES UNLIMITED				

Agenda Wording

Contract extension with the parking consultant, Dixon Resources Unlimited from San Diego, CA for continued support implementing key strategies within the 2019 Downtown Parking Study for Parking Services.

Summary (Background)

The City hired Dixon Resources Unlimited as a parking consultant to help us implement key strategies contained within the 2019 Downtown Parking Study. DIXON has been working with the City to implement some of the key strategies in the study, and we continue to need their support and expertise. DIXON will be helping the City with our Parking Management System rollout including License Plate Recognition data analysis, Paid Parking Device installation, and Mobile Payment RFP support.

Lease? NO G	irant related? NO	Public Works? NO				
Fiscal Impact		Budget Account				
Expense \$ 107,400		# 1460-21200-21710-5420	01-99999			
Select \$		#				
Select \$		#				
Select \$		#				
Approvals		Council Notification	<u>s</u>			
Dept Head	WEST, JACQUE	Study Session\Other	06/28/21 - PIES			
Division Director	WEST, JACQUE	Council Sponsor	CM Karen Stratton			
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List				
Legal	ODLE, MARI	Julie@DixonResourcesUnlimited.com				
For the Mayor	ORMSBY, MICHAEL	ananda@DixonResourcesU	Inlimited.com			
Additional Approval	<u>s</u>	kbecker@spokanecity.org				
<u>Purchasing</u>		jwest@spokanecity.org				
		jray@spokanecity.org				
	jlargent@spokanecity.org					
		korlob@spokanecity.org				



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The City pays a flat monthly fee \$8,950; maximum contract amount \$107,400. Contract extension (OPR 2019-0528) would begin August 1, 2021 and has an end date of July 31, 2022.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
Distrib	ution List	



City of Spokane

CONTRACT EXTENSION WITH COST

Title: IMPLEMENTATION OF 2019
DOWNTOWN PARKING STUDY

This Contract Extension including additional compensation is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and DIXON RESOURCES UNLIMITED, whose address is 3639 Midway Drive, Suite B345, San Diego, California 92110 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the Implementation of 2019 Downtown Parking Study; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 25, 2019 and July 30, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on August 1, 2021.

3. EXTENSION.

The contract documents are hereby extended and shall run through July 31, 2022.

4. COMPENSATION.

The City shall pay an additional amount not to exceed ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$107,400.00) excluding applicable sales tax, if any, for everything furnished and done under this Contract Extension in accordance with Consultant's Proposal dated May 20, 2021, attached hereto.

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 Extension by having legally-binding representatives affix their signatures below.

DIXON RESOURCES UNLIMITED CITY OF SPOKANE Ву___ By____ Signature Signature Date 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 Extension:

Dixon's Proposal dated May 20, 2021,

21-111



Proposal for Continued Implementation Support Services

To: Kris Becker, Director, Development Services Center

From: Dixon Resources Unlimited

Date: May 20, 2021

Subject: Continued Implementation Support Services for the City of Spokane

Proposed Scope of Work

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to provide parking consultant services to the City of Spokane (City). Our uniquely-qualified firm specializes in supporting municipal parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs. DIXON is prepared to continue to support the City an additional year in an effort to stay engaged and continue to push parking initiatives forward.

Task 1. Implementation Support

DIXON will work at the City's direction to continue to provide implementation support services to aid in the transition of various vendor solutions, project management, and continued outreach and support. While a majority of the work will be performed remotely, DIXON will continue to provide on-site support as required.

DIXON's support services will extend to three core deliverables:

Implementation Support for AIMS — Citation, Permits & LPR - DIXON will work at the City's direction to continue to provide implementation support/project management services to address the City's evolving priorities and ongoing needs regarding the implementation of the AIMS Citation, Permits, and LPR system. DIXON will participate in vendor check-in calls and work with the City and vendor to ensure the system is configured to support Parking Services business rules and customer needs.

- Meter & Pay Station Installation

DIXON will work with the City to implement the new meters and pay stations. Once final equipment numbers and types are decided, DIXON will assist in finalizing the contract and purchase order. DIXON will participate in vendor calls leading up to the installation of the equipment, assist in the sign and decal design and requirements, help set up meter numbering and meter management system needs, and finalize sign and equipment locations. At time of installation, DIXON will support the installation process to ensure a seamless transition of equipment installation.



RFP Development for Mobile Payment, Procurement, and Implementation Support - DIXON will work with the City to draft an RFP to address mobile payment technology for on-street public parking. The development of technical specifications will ensure that the scope of work set forth in the selected bids will integrate with current and future parking technology software. The specification will identity solicitation objectives and prioritize deliverables with defined Service-Level Agreements (SLAs) that are supported by liquidated damages, ensuring that RFP respondents remain accountable to their performance commitments. This exercise identifies the necessary financial penalties, compliance requirements, and corrective action process to safeguard the solution and ensure system uptime, access, and revenue accountability.

In collaboration with the City, DIXON will define the phasing and evolution of the procurement process, including recommendations for schedule, submission requirements, and procurement management tools. We will clarify agreement/business terms, which will be incorporated into SLAs and/or Key Performance Indicators (KPIs), draft procurement documents in consultation with the City, and establish a framework through which to fairly evaluate respondents.

DIXON will provide support throughout the proposal evaluation process, including reviewing proposals, preparing for interviews, and coordinating various vendor technology demonstrations, including potential sandbox set-ups or other evaluation techniques that will provide City staff with the opportunity to thoroughly consider all proposal offerings.

DIXON will then work at the City's direction to provide implementation support/project management services to address the City's evolving priorities and ongoing needs regarding the implementation of mobile payment technology.

Task 2. General Support

DIXON will work at the City's direction to provide general support services to address the City's evolving priorities and ongoing needs. These services include, but are not limited to the following:

- Permit policy review & recommendations (residential, commercial loading, special loading zones, temporary no parking zones, service worker permit)
- Meter rate increases, performance-based system, updating zones (value and priority)
- Immobilization device procurement
- Shared parking discussions
- Maintenance and Enforcement Plans report

Task 3. Rapid LPR Tool

DIXON's Rapid LPR Tool offers an accurate and cost-effective option that utilizes the City's existing Mobile LPR data to gain insight into the overall performance of the program. The tool can assess



parking occupancy and turnover down to the block face level. Rather than investing in dedicated data collection methods that are expensive and under representative, we utilize the information that is already available to you. DIXON can convert your existing LPR data and create exportable dashboards that will reflect up-to-date parking conditions for the target area. We can provide visualizations of parking occupancy and turnover so you can remain smart and adaptive for important policy decisions. The tool can also monitor parking enforcement efficiency and optimize enforcement resources by identifying locations that would benefit from additional oversight. Mobile LPR provides flexibility to expand analysis outside of paid parking areas in cases of paid parking expansion or in collaboration with other projects on time-limited or permitted blocks.

Key project deliverables:

Project Setup/Coordination

The initial set up includes the kickoff meeting to define the project and data objectives, and general project coordination throughout implementation. The study area includes up to 400 block faces located in the "Paid Parking Zone – block faces with existing infrastructure."

- Custom Geofences

Geofences are unique polygons that represent a specific block. GPS points that fall within the bounds of the geofence will be associated with that block. Given the inconsistencies in GPS accuracy, custom geofences are required to maximize the number of license plates that are assigned to the correct location. DIXON will build the custom geofences during the setup phase of this project.

- LPR Unit Evaluation & Calibration

Given the array of issues in plate reads and differences in accuracy rates for each individual LPR unit, an evaluation is required to accurately calibrate the parking occupancy model. DIXON will coordinate with the City to collect a sample of LPR data for each Mobile LPR unit and validate it against ground truthing data. The following steps will be taken:

- Identify a collection route of 10 20 block faces
- Mobile LPR units utilized for this pilot (up to three units) will undergo this collection and analysis.
- DIXON will work with Parking Enforcement Officers to set-up a dash cam in the windshield of the Mobile LPR vehicle.
- The Parking Enforcement Officers will record video and LPR data for three runs of the collection route.



• DIXON will process the video and LPR data into an issue matrix that will be used in the Rapid LPR's Tools factor analysis.

- Reporting and Dashboard

DIXON will provide quarterly parking data reports to reflect up-to-date parking conditions within designated collection areas. PDF reports displaying collection dates and various occupancy and turnover tables/charts/maps will be provided to satisfy project and data objectives. Once Mobile LPR Units are deployed in the Fall of 2021, quarterly reports will be produced for up to three quarters.

As part of the reporting process, space inventory is a critical component of the project setup to determine parking occupancy rates. DIXON will utilize existing inventory information for metered blocks in GIS or Excel format. DIXON is relying on the accuracy of the information provided. Space inventory must be broken down by block face with the number of spaces.



Cost Proposal

This cost proposal is based upon a program management model that will provide the City with direct support needed to ensure an efficient and optimized parking operation, especially for the long term. This cost model includes all labor and expenses for our project team and is based upon a flat monthly rate. We have supported enough similar projects to understand the labor required to support your initial, ongoing, and developing needs. This approach allows for flexibility, optimization, and convenience regardless of the phase or task.

Time Period	Flat Monthly Fee
Months 1-12	\$8,950
Total Budget (August 1, 2021 through July 31, 2022)	\$107,400



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2020

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 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)

CE	ertificate holder in lieu of such endors	seme	nt(s).			71 010.10					9
PRODUCER Wood Gutmann & Bogart Insurance Brokers 15901 Red Hill Ave., Suite 100 Tustin CA 92780				CONTACT NAME: Karlee Crowe							
				PHONE (A/C, No, Ext): 714-505-7000 FAX (A/C, No): 714-57				714-57	3-1770		
				E-MAIL ADDRESS: k	carlee@wo	gbib.com					
						INSU	RER(S) AFFOR	DING COVERAGE			NAIC #
				License#: 0679263	INSURER A :	Sentinel In	nsurance Co	mpany Ltd			
INSU				DIXON-1	INSURER B :	Hartford In	nsurance Co	mpany			22357
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	39 Midway Drive Ste B345				INSURER D :	Chubb Gr	oup of Insura	ance Co.			20281
Sai	n Diego ĆA 92110				INSURER E :						
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Α	X COMMERCIAL GENERAL LIABILITY			72SBAAN5235	12/	17/2020	12/17/2021	EACH OCCURRENCE DAMAGE TO RENTE		\$ 2,000,	000
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								MED EXP (Any one p	erson)	\$ 10,000)
								PERSONAL & ADV I	NJURY	\$ 2,000,	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$ 4,000,	000
	POLICY PRO- JECT LOC							PRODUCTS - COMP	OP AGG	\$ 4,000,	000
	OTHER:							OOMBINED OINGLE		\$	
С	AUTOMOBILE LIABILITY			BA040000036675	9/1	15/2020	9/15/2021	COMBINED SINGLE (Ea accident)	LIMIT	\$ 1,000,	000
	ANY AUTO							BODILY INJURY (Pe	r person)	\$	
	ALL OWNED X SCHEDULED AUTOS							BODILY INJURY (Pe		\$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAG (Per accident)	E	\$	
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В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72WECGI4348	12/	17/2020	12/17/2021	X PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDEN	IT	\$ 1,000,	000
	(Mandatory in NH)	117.74						E.L. DISEASE - EA E	MPLOYEE	\$ 1,000,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 1,000,	000
D	Professional Liability			D95750114	12/	17/2020	12/17/2021	Limit Deductible		\$2,000 \$2,500	0,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC				le, may be attac	ched if more	space is require	ed)			
RE:	Job Name - 1460 - Parking Services D	ownto	own F	Parking Study Consultant							
	City of Spokane is named as additional insured on the General Liability per attached SS00080405 as required by written contract subject to the terms and conditions of the policy. Primary and Non-Contributory applies on the General Liability per attached SS00080405										
	APPTIFICATE HOLDER										
CEI	RTIFICATE HOLDER				CANCELL	ATION					
					SHOULD	ANY OF TH	HE ABOVE DE	SCRIBED POLIC	IES BE CA	ANCELL	ED BEFORE

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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Spokane 808 W. Spokane Falls Blvd

Spokane WA 99201

Policy Number: 72SBAAN5235

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

Policy Number: 72SBAAN5235

- **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- **a.** "Bodily injury" to a co-"employee" of the person driving the equipment; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- **a.** "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- **(b)** Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - **(b)** In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- **(b)** Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - **(b)** In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- **(b)** Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- **b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

Page 14 of 24 Form SS 00 08 04 05



BUSINESS LICENSE

Profit Corporation

Issue Date: Mar 12, 2021

Unified Business ID #: 604137169

Business ID #: 001 Location: 0001

Expires: Apr 30, 2022

DIXON RESOURCES UNLIMITED DBA DIXON RESOURCES UNLIMITED

CORPORATION **DIXON RESOURCES UNLIMITED** 3639 MIDWAY DRIVE STE B345 SAN DIEGO, CA 92110

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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.

Director, Department of Revenue

UBI: 604137169 001 0001

DIXON RESOURCES UNLIMITED DBA DIXON RESOURCES UNLIMITED CORPORATION DIXON RESOURCES UNLIMITED 3639 MIDWAY DRIVE STE B345 SAN DIEGO, CA 92110

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE -ACTIVE INDUSTRIAL INSURANCE - ACTIVE TAX REGISTRATION - ACTIVE VANCOUVER GENERAL BUSINESS -NON-RESIDENT - ACTIVE SPOKANE GENERAL BUSINESS -NON-RESIDENT - ACTIVE

Expires: Apr 30, 2022

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, destroy the old one and post this one in its place.
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

 Login to My DOR at <u>business.wa.gov/BLS</u> if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: (360) 705-6741

Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)

SPOKANE Agenda Sheet	KANE Agenda Sheet for City Council Meeting of:			6/22/2021	
07/19/2021			Clerk's File #	OPR 2020-0548	
			Renews #		
Submitting Dept	INTEGRATED CAPITAL		Cross Ref #		
	MANAGEMENT				
Contact Name/Phone	MARCIA DAVIS 625-6398		Project #	2017125	
Contact E-Mail	MDAVIS@SPOKANECITY.ORG		Bid #		
Agenda Item Type	Contract Item		Requisition #		
Agenda Item Name	4250 - WASTEWATER COLLECTIONS SCADA CONTRACT AMENDMENT				

Agenda Wording

Contract Amendment 1 with HDR for the Wastewater Collection SCADA project.

Summary (Background)

Contract amendment will add design and programming of PLCs at Springfield Lift Station and CSO 26 Control Facility as well as programming of CSO 24 Control Facility. Optional services include supplemental programming and technical support that may be needed for coordination of CSO 24 & 26 operation, network design, safety features for new codes, and changes at CSO 24. Completion will be extended to summer 2022.

Lease?	NO	Grant related? NO	Public Works? NO				
Fiscal Impact			Budget Account				
Expense	\$ 197,903.9	94	# 4250 43387 94350 5650	1 14348			
Select	\$		#				
Select	\$		#				
Select	\$		#				
Approv	als		Council Notification	<u>is</u>			
Dept He	<u>ad</u>	MILLER, KATHERINE E	Study Session\Other	PIES 6/28/21			
Division Director MILLER, KATHERINE E		Council Sponsor	Beggs				
<u>Finance</u>		ALBIN-MOORE, ANGELA	Distribution List				
Legal		ODLE, MARI	eraea@spokanecity.org				
For the I	<u>Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org				
Additio	nal Approv	<u>als</u>	icmaccounting@spokanecity.org				
Purchasing		andrew.staples@hdrinc.com					
		karen.doherty@hdrinc.com					
		mdavis@spokanecity.org					
			kemiller@spokanecity.org				

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

	<u> </u>				
Division & Department:	Public Works Division / Integrated Capital Management				
Subject:	Wastewater Collections SCADA				
Date:	06/28/2021				
Author (email & phone):	Marcia Davis (mdavis@spokanecity.org & 625-6398)				
City Council Sponsor:	Breann Beggs				
Executive Sponsor:	Marlene Feist				
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)	Six Year Wastewater Program; Integrated Clean Water Plan; Wastewater and Stormwater Collection System SCADA Master Plan				
Strategic Initiative:					
Deadline:					
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Wastewater Collection SCADA Project contract amendment with HDR				
 Background/History: The Wastewater Collection SCADA project has been underway since August 2020 to develop the software and human machine interface (HMI) to connect to the collection system control, monitoring, and alarming locations. This project designs and sets up the programming basis of the SCADA system for the entire collection system. When this work is complete, the programmed system will be connected to the locations in the collection system in a step by step progression. The first connections will be Springfield Lift Station, CSO 26 and CSO 24. The Programmable Logic Controllers (PLC) need to be designed, programmed, and installed at Springfield Lift Station and CSO 26 to connect to the new SCADA system. The design, installation, and programming of these PLCs was planned to be contracted through the small works roster, but design was too integral to SCADA contract to meet procurement requirements to contract this separately. Executive Summary: The contract amendment will add design and programing of PLCs at Springfield Lift Station and CSO 26 Control Facility as well as programming of CSO 24 Control Facility existing PLC. Contract amount is \$157,563.14, plus of \$40,340.80 of optional services that may not be needed (total contract \$197,903.94). Optional services include supplemental programming and technical support that may be needed for coordination of CSO 24 & 26 operation, network design, safety features for new codes, and changes at CSO 24. The contract completion will be extended to summer 2022. 					
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? Requires change in current operations/policy? Yes No Specify changes required: Known challenges/barriers:					

Wastewater Collection SCADA Project City of Spokane

Scope of Services Amendment 1

May 25, 2021



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EXHIBIT A SCOPE OF SERVICES

Background

As part of the Wastewater Collection SCADA Project, the City of Spokane (City) has requested HDR Engineering, Inc. to provide design and programming services for additional Programmable Logic Controllers (PLC) in order to develop a redundant aggregate controller pair that will effectively poll multiple sites and combine the data into a single location for future consumption through the HMI. The amended services include design and connection of the PLC's with power and communication connections at:

- Springfield Lift Station for installation of one (1) PLC to send data to the Collection SCADA.
- CSO 26 Control Facility for installation of two (2) PLC's. The PLC's will be redundant and aggregate data for the collections SCADA.
- CSO 24 Control Facility switching and equipment for the existing PLC.

The Consultant will develop the necessary design documents to add a PLC to the Springfield Lift Station, and provide bid and construction phase support and direction. The Consultant will prepare design documents to support the development of PLC logic to control the Springfield Lift Station and make programming changes to CSO 24 Control Facility.

The Consultant will develop the logic for the aggregate controller which will communicate with the three sites to acquire real-time data from them, and the Consultant will make programming changes to the CSO 26 facility, in order to facilitate the aggregate controller. Once commissioned, the aggregate controller will organize the data for delivery to the HMI system.

General Assumptions

- Deliverables will be provided in electronic format and delivered via email and/or SharePoint (cloud-based server), unless otherwise noted in tasks. Files will be provided in native and PDF format for review purposes, unless otherwise noted in tasks.
- City will identify key personnel for reviews and workshops attendance.
- Workshops and meetings will be held online without in-person attendance until the COVID-19 related restrictions are lifted.
- When working with the City, staff will adhere to both the Consultant's and to the City's health and safety protocols.
- Programming by the Consultant and by others will use Reclamation Plant modified Rockwell PAX objects.
- Current PLC programming standards will be applied to PLC programming by the Consultant and by others.

Scope of Services

Task 1 Project Administration

Objective

The purpose of this task is to manage and coordinate project technical resources to a level of service and responsiveness consistent with the project schedule, scope and budget. Please note that enumeration of Consultant services and assumptions in the Project Administration task are an extension of the existing scope item or a continuation of the services and assumptions listed within the original contract.

Consultant Services

The following subtasks will be performed:

- **1.1** Update the Project Management Plan (PMP) following Notice to Proceed (NTP). The PMP update will identify the project scope; individual work elements and staffing plan that are specific to this amendment.
- 1.2 Update the project schedule to incorporate amendment work. The updates will identify deliverables as milestones and City input activities. Provide monthly schedule updates for the six (6) months added to the schedule for this amendment.
- **1.3** Conduct a project management review with senior management.
- **1.4** Project Management Meetings as described in the original contract for up to six (6) additional months.
- 1.5 Prepare monthly project status reports as detailed within the original contract services for up to six (6) additional months
- **1.6** Manage the project and design team over the additional months as detailed in the original contract services.

Client Responsibilities

- 1. Attend project coordination meetings.
- 2. Review of meeting minutes to be completed within 5 calendar days. After this time, the meeting minutes will be finalized and archived as part of the project record.
- 3. Provide comments on meeting agenda and meeting minutes.
- 4. Review and approve monthly invoices and authorize payment.

Assumptions

Assumptions for this task are as described in the original contract with the following supplemental items:

- 1. Supplemental project management services (including invoicing) to cover the expanded contract period.
- 2. The project-specific health and safety plan can be continued without modification.
- 3. Supplemental monthly coordination to cover the expanded contract period. One project management conference call will be held each month. For budgeting purposes, it is assumed that each meeting is one hour in duration and requires an additional hour for the Project Manager to prepare the agenda and follow-up meeting notes. To expedite the PLC design and bidding process, it is assumed that participants in the project meetings will include the City Project Manager, Consultant Project Manager (PM), and up to two (2) Consultant technical staff, as necessary, to plan work items for the next period or to discuss work elements accomplished.
- 4. Travel expenses, where necessary, are covered within the respective task for that work.

The deliverables are as follows:

- 1. Monthly project status reports and invoices.
- 2. Meeting notes and action log.

Task 2 Quality Assurance/Quality Control

Objective

The purpose of Task 2 is to update the Quality Assurance/Quality Control (QA/QC) Plan to accommodate work listed in this amendment.

Approach

The Consultant will perform internal QC review on deliverables identified in this Scope of Services before they are submitted to the City. The Consultant will assign a QA/QC task leader to check that products are reviewed, and comments are incorporated prior to distribution to the City. A senior engineer employed by the Consultant, but not involved directly in this project, will provide a QC review of each deliverable product. The task lead/project engineer will coordinate with the reviewer to implement the QC review process. Individual QC reviews will be conducted under the discipline budgets.

Consultant Services

The following subtasks will be performed:

- **2.1** Quality Assurance/Quality Control Plan. The Consultant will update the QA/QC Plan prior to commencing work. Documentation of QC review will be provided to the City, if requested.
- 2.5 PLC Design Installation Quality Control Review: The Consultant will assign a senior engineer to conduct a QC review of the PLC Installation design documents prior to the 50%, 95%, and Final submittal stages. QC review of the Testing and Commissioning Plan will also be conducted prior to the Draft and Final submittals.
- 2.6 Specification for PLC programming review for Springfield Lift Station and CSO 24 facility, and PLC Logic Quality Control Review at CSO 26: The Consultant will assign a senior engineer/programmer, who will perform a QC review of the PLC programming specifications, PLC Logic submittals and PLC register Map. QC review will be conducted prior the draft and final submittal stages to the City.
- 2.7 Supplemental SCADA support services: To be addressed as part of Task 13 when the optional services are defined and mutually agreed upon.

Client Responsibilities

City responsibilities for Task 2 are as follows:

None identified.

Assumptions

Assumptions for Task 2 are as follows:

1. None identified.

Deliverables

The deliverable products from Task 2 are as follows:

1. None identified.

Task 9 PLC Design Services and Bid Phase Support

Objective

The objective of this task is to develop design documents to install a PLC to control Springfield Lift Station, to install redundant PLC controls at CSO 26 and to install hardware associated with the existing PLC controller at CSO 24. The objective also includes assisting the City with bid phase services.

Approach

The Consultant will develop the design drawings to a sufficient level to allow an integrator to install the PLC and enclosure at Springfield Lift Station, redundant PLC's at CSO 26, and supporting hardware at CSO 24. The PLC code will be developed once the design is finalized and will include the capability to provide data to the aggregate controller.

Consultant Services

- **9.1** Review existing as-built documentation, specifications, and documentation on Springfield Lift Station, CSO 26, and CSO 24 facilities that are related to the proposed design. This information will inform the Consultant's understanding of the existing systems, as-built plans and other data needed for the PLC design. Information reviewed will include:
 - a. As-built plans, specifications, and available documents related to the PLC controller design for Springfield Lift Station, CSO 26, and CSO 24.
 - b. Existing power, communication, and information on the existing facilities that will assist in PLC Control Design.
- 9.2 Pre-Design Site Review. Prior to design, meet with City staff onsite at the Sprague Server Room, Springfield Lift Station, CSO 26 and CSO 24 facilities to conduct a joint Pre-Design Site Review of the existing equipment and facility condition specifically as it relates to PLC programming and design. The Consultant will document the conditions and discuss the project design direction, priorities and information to be reviewed within this task. Prepare a site review checklist and provide copies of the documentation with summary of key decisions log to reflect decisions made during this meeting. Design workshop topics include, but are not limited to:
 - a. Prepare a site review checklist to document the following elements:
 - 1) Existing PLC, SCADA level sensor and flow monitoring equipment
 - 2) Gas monitors and connections
 - 3) MCC monitoring equipment and connections
 - 4) Communication and electrical connections.
 - 5) Select existing equipment related to development of the design.
 - b. Document key decisions during the site review related to the PLC design to be developed.
 - c. Review and discussions on existing operations at the Springfield Lift Station, CSO 26, and CSO 24 facilities as they relate to the PLC design package.
- **9.3** Meet with City staff following review of the 50% PLC design submittal package review comments to discuss comments. Prepare agenda and meeting notes with key decisions log to reflect decision made during this meeting.
- **9.4** Develop design documents to a sufficient level to direct construction and installation of:

4

a. A PLC and enclosure at Springfield Lift Station.

- b. Two (2) redundant PLC's and enclosure at CSO 26.
- c. Supporting hardware for the existing PLC controller at CSO 24.
- d. PLC details including: Panel, Input/Output (I/O), and wiring at Springfield Lift Station.
- e. Proposed control narrative to guide the development of the PLC logic.
- 9.5 Provide NFPA 820 compliance review.
- 9.6 Prepare Draft and Final specifications for development of the Testing and Commissioning Plan to be performed by others at Springfield Lift Station and CSO 24. Prepare a Draft and Final Testing and Commissioning Plan for CSO 26.
- 9.7 Provide bid phase support and assist the City in responding to questions, as needed.

Client Responsibilities

- 1. Provide access to existing Springfield Lift Station, CSO 26, and CSO 24 documentation related to the proposed design in advance of the Pre-design site review meeting.
- 2. Schedule and attend Pre-Design Site Review workshop with key City Staff in attendance.
- 3. Review the checklist documentation and key decision log to be completed within 5 calendar days. After this time, the checklist and decision log will be finalized and archived as part of the project record.
- 4. Provide access to sites, as needed.
- 5. Provide reviews, as needed, with one set of consolidated (conflict resolved) comments within 10 business days of receiving the draft submittal documents.
- 6. Procure necessary permits.
- 7. Confirm and provide information on airwave transmission connection to Lift Station.
- 8. Confirm and provide information on communication connections to CSO 26 and CSO 24 Control Facilities.
- 9. Prepare Contract Documents that include the Call for Bids, Division 0 (front end specifications), non-technical appendices inserts, and amendments.
- 10. The City will package the plans, specifications, and bid tabs and will complete and manage the advertising, bidding, and procurement process.

Assumptions

- 1. Specifications for PLC programming, startup and commissioning at Springfield Lift Station and CSO 24, as described in Task 11.
- 2. PLC programming and aggregate control logic to the provided by the Consultant as described in Task 12.
- 3. PLC installation will be by others.
- 4. PLC Installation Design will be developed using 50% and 95% design review cycles.
- 5. It is anticipated there will be one round of consolidated review comments for the 50% and one round of consolidated review comments for the 95% PLC Logic Submittals.
- 6. The budget is based upon production of the following items:
 - a. Up to 8 sheets to illustrate design as follows:
 - 1) PLC Panel Layout (interior and exterior).
 - 2) PLC Rack Layout.

- 3) Typical Wiring Diagrams for each type of I/O.
- 4) Conduit Locations.
- 5) Network Diagram
- b. Contract Documents:
 - 1) Technical Specifications in support of the PLC and design items listed above will be provided in Construction Specification Institute (CSI) format.
 - 2) Division 0 documents and Amendments will be provided by the City.
 - 3) General contract specifications will be in WSDOT format as supplemented by the City of Spokane General Special Provisions (GSP). A copy of the most recent GSP template will be provided by the City. The specifications will be developed assuming local agency funding sources only.
 - 4) Appendices inserts outside of technical design inserts will be provided by the City.
- 7. Engineer's Opinion of Probable Cost (EOPC) will be based upon the AACE 18R-97 Cost Estimate Classification System.
 - a. 50% Submittal (Class 3)
 - b. 100% submittal (Class 1)
- 8. The design sheets may be provided as attachments to the specification package, where appropriate.
- 9. Lift station control is standard fill and draw.
- 10. For budgeting purposes, it is assumed that the Pre-Design Site Review and coordination requires:
 - a. A total of 6 hours for the Sr. SCADA Engineer to prepare the site review checklists.
 - b. The Pre-Design Site review is 8 hours in duration and will be attended by the City Technical Lead and City staff necessary to provide design direction, Consultant Project Manager, Consultant Sr. SCADA Engineer, and a Consultant Supporting (Electrical) Engineer or Programmer. The Pre-Design Workshop will be conducted in-person and include travel expenses.
 - c. A total of 2 hours labor is budgeted for the Sr. Technical Lead to document and record the findings and 2 hours for the Project Manager to prepare the key decisions log.
- 11. A debriefing meeting for a total of 1 hour in duration with the following goals:
 - a. Review and discuss the checklists and key decisions from the Pre-Design Site Review.
 - b. The City will confirm the items to be included in the design and provide design direction
- 12. If additional design and construction support services are necessary due to equipment, electrical, or communication deficiencies identified from the pre-design site review, additional services will be negotiated under Task 13 supplemental services or under a separate negotiated contract amendment.
- 13. The NFPA 820 compliance review does not include corrective actions. Additional actions arising from the compliance review are discussed under Task 13 Supplemental SCADA Support Services.
- 14. Lift station instrumentation is existing, and no additional instrumentation or connections will be added as part of this amendment.
- 15. There will be no complex, cascading control elements.
- 16. The Consultant will assist the City in responding to questions received during the bid phase. For estimating purposes, it is anticipated that this effort will take up to 2 hours of Project Manager, 6 hours of Sr. SCADA Engineer and 2 hours of Electrical Engineer/Engineer-in-training (EIT) time.

Deliverables

- 1. Pre-Design Site Review Checklist and documentation.
- 2. Decisions log updated with results from Pre-Design Site Review.

- 3. 50% PLC Installation Design Drawings and Draft EOPC.
- 4. 50% PLC Installation Review WebEx.
- 5. 50% PLC Installation Comment Log and Responses.
- 6. 95% PLC Installation Design Drawings, technical specifications, and EOPC.
- 7. 95% PLC Installation Comment Log and Responses.
- 8. 100% IFB Design Package for PLC Installation.
- 9. Draft and Final specifications for the Testing and Commissioning Plan submittals.

Task 10 Construction Services

Objective

The objective of this task is to provide construction support and observation services during installation of the PLC controls and equipment design described within Task 9 PLC Design Services.

Approach

The Consultant shall furnish a Project Manager and field staff to administer the construction contract and observe construction of the project. The Consultant will administer the contract in accordance with the terms and conditions of the Construction Contract.

Consultant Services

- **10.1** Engineering Support During Construction
 - a. Submittal Review: Review shop drawings, operations and maintenance manuals, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is required to submit, and forwarded to the Consultant by the City. These shall be reviewed for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
 - b. Request for Information (RFI): Provide responses to questions by the Contractor on the drawings, specifications, or other Contract documents forwarded to the Consultant by the City.
 - c. Change Proposal Requests: Provide coordination and review to identify the need for changes to Work consistent with the design intent which require changes in Contract Price and/or Contract Time.
 - d. Work Change Directives: Provide a directive to Contractor when fair and reasonable pricing for a change item cannot be negotiated or when a change item is critical to the project schedule.
 - e. Change Orders: Coordinate the combining of change documentation into Change Orders for execution by Contractor and City.
- 10.2 Contract Administration and Document Management
 - a. Pre-Construction Conference: Attend a Pre-Construction Conference with the City and the Contractor. The purpose of this Conference is to establish a working understanding among parties as to the Work, discuss the construction schedule and activities, discuss the schedule of submittals, discuss the schedule of values, discuss procedures for handling shop drawings and other submittals, discuss procedures for processing applications for payment, discuss

- requirements for maintaining records, discuss impacts to existing utilities, establish dates for substantial and final completion, and discuss other requirements of the Contract Documents.
- b. Document Management System: Maintain an internal electronic Document Management System (DMS) for receiving, logging and tracking project electronic files. Electronic files to be included are field reports of project activities, digital photographs, audio recordings of meetings and conferences, meeting summary notes, material testing logs, work deficiency checklists, submittals, RFIs, schedules, Field Orders, Change Proposal Requests, Work Change Directives, Change Orders, and correspondence between Consultant, Contractor, utility companies/agencies, other parties, and City

10.3 Construction Observation and Administration

- a. Observe, record, and report Contractor's daily work progress to determine the Work observed is in general conformance with the requirements of the Contract Documents for work associated with the Project.
- b. Document activities observed making note of deficiencies and any issues requiring resolution. Maintain work deficiency log in the DMS.
- c. Create daily field reports defining specified work completed, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.
- d. Review approved shop drawings and apply them to the conducting of observations.
- e. Photograph construction to document progress or deficiencies, and log photos in the DMS.
- f. Conduct, or coordinate the conduct of, specified inspections and document results.
- g. Review stored materials and/or equipment for quantity determination for Contractor payment and to verify that equipment and/or materials are adequately protected until installed. Consultant will notify Contractor if additional measures are required to protect the equipment.
- h. Develop and provide to Contractor an on-going list of items requiring correction to encourage correction of noted construction deficiencies, including:
 - 1) Monitor and document construction throughout the project duration and identify deficient items.
 - 2) Provide Contractor with an updated list of non-conforming items at construction progress meetings.
 - 3) As deficiencies are corrected, revise the list by indicating corrected status.
 - Utilize the deficiencies list to aid in identifying appropriate retainage amounts near project completions.
 - 5) Issue Non-Conformance Reports for deficiencies not being acknowledged or addressed by Contractor with corrective measures or corrective action plans.
- i. Review tagging of equipment to verify conformance with approved registers for equipment, valves, and other items designated to be tagged by the Contract Documents.
- j. Coordinate training activities between Contractor and City.
- k. Monitor vendor training for City's operations and maintenance personnel.
- I. Document any observations made of property damage or personal injury accidents within the project construction limits and notify and provide a written report to the City.
- m. Contractor's Application for Payment Review: Review draft application for payment in comparison to progress of the work. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Forward reviewed applications to the City for payment

- indicating appropriate retainage and amount recommended for payment. The City will provide processing of payment.
- n. Contractor's Baseline Schedule and Updates Review: Review Contractor's Baseline Schedule in accordance with Contract Documents. Review Contractor's monthly schedule updates in accordance with Contract Documents. Provide comments to Contractor through the Shop Drawing process.
- o. Field Orders: Provide coordination and review to identify the need for minor changes in the Work consistent with the design intent which do not require a change in Contract Time or Contract Price.
- p. Weekly Construction Meetings: Conduct weekly construction meetings with the Contractor's representative(s) and City's Representative to assist in implementing the construction process. Prepare and send out an agenda before the meetings and meeting minutes after the meetings. Project Engineer and other design personnel will participate in the meetings by teleconference as necessary.
- q. Assist the Client with Contractor evaluation forms.
- 10.4 Startup, Testing, and Commissioning includes construction inspection staff services related to implementation of the Final testing and commissioning plan as prepared and described under Task 9 services. The purpose this task is to monitor and support the Contractor and operations staff in testing the process systems to verify intended operation. Specific activities conducted by Consultant will include the following:
 - a. Review the testing and commissioning plan.
 - b. It is assumed that the City's Contractor will monitor the Manufacturer's Field Services and training of City personnel required by the Contract. Support for testing and commissioning at CSO 26 will be as described within Task 12.
 - c. Review and approve equipment supplier training agendas and training material outlines as provided by Contractor. Coordinate vendor training schedule with Contractor and City staff.
- **10.5** Construction Close-out includes services related to closing out the construction contract. Specific activities conducted by the Consultant include:
 - Substantial completion inspections to receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection, including:
 - 1) Develop substantial completion submittal checklist.
 - 2) Verify submittal of required documents.
 - 3) Review Contractor's punchlist and Consultant's progressive list of incomplete and deficient items and determine if the substantial completion inspection is appropriate in accordance with Contract requirements.
 - 4) Schedule substantial completion inspection or notify Contractor that the Work has not progressed to point of substantial completion as defined by the Contract Documents.
 - b. Coordinate, conduct and document the substantial completion inspection and issuance of the Certificate of Substantial Completion including:
 - 1) Notify City and design team members of date of substantial completion inspection.
 - 2) Prepare and distribute the punchlist format to the parties conducting the inspection.
 - 3) Conduct the substantial completion inspection.
 - 4) Compile the punchlist and identify the tentative date of substantial completion and prepare and issue tentative Certificate of Substantial Completion to City for review and concurrence.
 - 5) If there are multiple portions of the Work with different substantial completion dates, prepare a summary of the dates of expiration of the various Correction Periods.

- 6) Upon concurrence of City, issue the definitive Certificate of Substantial Completion and punchlist setting the date of Substantial Completion.
- 7) Review progress of corrective action on punchlist items and periodically update and reissue the punchlist and issuance of Certificate of Substantial Completion for the entire or designated portions of the Work.
- c. Final Completion Inspections including:
 - 1) Receive and review Contractor's required final completion submittal.
 - 2) Coordinate and attend the final inspection meeting and physical walk-through of the Project, including:
 - Schedule the final inspection date and notify Contractor, City and any Regulatory Agencies.
 - ii. Assemble the various final completion submittal documents, required by the Contract Documents, for the final inspection meeting and review them with the various parties.
 - iii. Conduct, document and distribute the findings of the final inspection.
- d. Collect close-out documents required by the Contract Documents and forward the documents along with Contractor's Final Application and Certificate for Payment to City for processing by City.
- e. Record Drawings:
 - 1) Consultant will monitor the status of Contractor's as-built drawings every other week at the Construction Progress Meetings.
 - 2) Updates to the Consultant record drawings is an optional service and may be added at the City's written request as a Task 13 supplemental service.

Client Responsibilities

- 1. Schedule and conduct the project pre-construction meeting.
- City will perform administration of the contract with the Contractor including contract management, change management, requests for payment, schedule management, and providing the document management system.
- 3. Review and approve contractor and project pay requests.
- 4. Coordinate and procure required permits and agency approvals necessary for construction.
- 5. Participate and provide feedback during the substantial completion and final completion inspections.
- 6. Review and verify contractor/subcontractor requests to sublet, wage (notices of intents to pay prevailing wages and affidavits of wages paid), EEO documentation (i.e. certified payrolls) and documentation required for project close out.
- 7. Prepare, negotiate, and process Contract change Order/Supplemental Agreements.
- 8. Respond to RFI's as they relate to the client responsibilities and assist with responses as needed.
- 9. Retain and process documents and records and retain documents necessary for project close out.
- 10. Arrange for (through its Contract with the Contractor) safe access to and make provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under the Agreement.
- 11. Attend initial construction conferences, design and construction progress and other job-related meetings, and Substantial Completion and final payment inspections.
- 12. Provide the Consultant with the findings and reports generated by the entities providing laboratory, inspection, or monitoring services other than those being provided by the Consultant.

- 13. Additional or extended services will be negotiated under Task 13 supplemental services or a separate negotiated contract amendment during construction, if necessary due to circumstances beyond the control of the Consultant.
- 14. Coordinate with the Consultant and City staff schedules and availability for testing, commissioning, and vendor training.

Assumptions

1. Submittal Review

- a. Contractor will prepare a listing of submittals and dates of expected submittal, coordinated with supply contract schedules to allow adequate time for review, resubmittal, and review to meet the construction schedule. If Contractor fails to provide the submittal schedule and/or does not provide documents in accordance with the schedule, Consultant may be provided with additional time to review the submittal.
- b. Consultant will not review or comment on submittals outside of the Startup and Commissioning Plan submittal for Springfield Lift Station and CSO 24, PLC and related design items. Receipt of these submittals is to confirm compliance with the contract requirements for submittal only and Consultant will not review for the content, compliance, or calculations. Consultant is not responsible for the content of the submittal.
- c. Reviews of requests for substitution are not included in this scope. If submitted by Contractor, the request will be sent to City for approval to proceed with review. Consultant's time to process, review, and respond to request will be billed to City as a separate, out-ofscope activity from which City can, at its direction, deduct the amount from Contractor's payment application(s).
- d. Actual review time may vary depending upon the complexity of the shop drawing or submittal. It is estimated that, on average, each submittal item will take eight (8) hours of Consultant team member time to review and process and each re-submittal item will take two (2) hours of Consultant team member time to review and process. Budget is based on 3 shop drawings or submittals (number will be derived from specifications) and 3 re-submittal events.
- e. If a submittal is determined to be incomplete when compared to the specifications, it will be rejected.
- f. Submittal reviews following one (1) re-submittal will be billed to City as a separate, out-ofscope activity from which City can, at its direction, deduct the amount from Contractor's payment application(s).

2. Request for Information (RFI)

- a. Consultant's review of RFIs regarding the design will be advisory and complementary to the design intent.
- b. The fee for this sub-task is based upon receiving and responding up to three (3) RFIs.
- c. Actual review and response time may vary depending upon clarity and complexity of the RFI. It is estimated that, on average, it will take three (3) hours of Consultant team member time to review and respond to each RFI.
- d. Assist the City with preparation of monthly internal documents. Documents will be retained and provided to the client on a monthly basis.

3. Change Proposal Requests

 Negotiations between Consultant and Contractor are not binding until accepted by the City.

- b. The fee for this sub-task is based upon preparing, processing, and negotiating pricing of one (1) Change Proposal Request.
- c. Actual preparation, processing, and negotiating time may vary depending upon the complexity of the Change Proposal Request. It is estimated that, on average, it will take six (6) hours of Consultant team member time to prepare, process, and negotiate pricing for each Change Proposal Request.

4. Work Change Directives

- a. The fee for this task is based upon preparing and processing two (2) Work Change Directives.
- b. Actual preparation, processing, and review time may vary depending upon the complexity of the Work Change Directive. On average, it is estimated that it will take two (2) hours of Consultant team member time to prepare, process, and review each Work Change Directive.

5. Change Orders

- a. City has the sole responsibility to authorize any changes to the construction contract.
- b. The fee for this task is based upon preparing and processing two (2) Change Orders one (1) through substantial completion and one (1) finalizing Change Order for the project. Actual preparation and processing response time may vary depending upon the complexity of the Change Order. It is estimated that, on average, it will take six (6) hours of Consultant team member time to prepare and process each Change Order.
- c. City will provide Consultant with copies of the fully executed Change Order after signed by City and Contractor.

6. Pre-Construction Conference

- a. Pre-Construction Conference will occur at City conference facility.
- b. Up to ten (10) hard copies of the Pre-Construction Conference agenda will be furnished by the consultant.
- c. The Consultant will assist the City in conducting the Preconstruction Meeting. It is estimated that this effort will take up to 6 hours of Project Manager, 3 hours of Sr. SCADA Engineer and 6 hours of Electrical Engineer/Engineer-in-training (EIT) time for preparation, attendance and meeting note preparation.

7. Document Management System

- a. Consultant will use Consultant's Project Tracker and established SharePoint project folder for the Document Management System.
- b. Consultant will not maintain a hard copy of documentation in addition to the Document Management System.
- c. It is estimated that, on average, it will take up to two (2) hours per week of Consultant team member time to maintain the Document Management System.

8. Construction Observation and Administration

- a. Consultant will use Consultant's Project Tracker and established SharePoint project folder for the Document Management System.
- b. Construction activities are assumed to last 8 weeks.
- c. Consultant's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.

- d. Consultant shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
- e. Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- f. Observations will be performed in accordance with industry-recognized standard practices.
- g. City agrees to include a provision in the construction contract that requires Contractor to list Consultant as an additional insured on Contractor's commercial general liability insurance.
- h. Contractor is responsible for compliance with permit conditions; therefore, the Consultant cannot ensure Contractor's compliance with permit conditions. Consultant will only notify City of observed conditions and violations.
- i. Monitoring removal and/or disposal of contaminated materials is not included.
- j. It is assumed that full time observation is not required by the Contractor's activities. The fee for construction observation is based upon field observation from a single Resident Project Representative (RPR) for eight (8) weeks at twelve (12) hours per week.
- k. Budget includes expenses vehicle and travel.
- I. Normal working hours for Consultant observation staff and Contractor will coincide with normal construction working hours: Monday through Friday, 7:00 am to 4:00 pm.
- m. Should Contractor elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, Consultant will require that City authorize field observation services prior to Consultant starting observation.
- n. If additional labor and expenses for performing observation services outside normal working hours or beyond estimate included in this task are required due to increased construction duration, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- 9. Contractor's Application for Payment Review
 - a. The draft and final payment application requests will be submitted by Contractor each month on days agreed upon to meet City's processing schedule requirements.
 - b. Consultant's recommendations for payment can be modified until final payment is approved and authorized by City.
 - c. Up to eight (8) payment applications will be reviewed by Consultant.
 - d. For the purposes of estimating, it is assumed that each payment application will take one

 (1) hours of Consultant team member time to review and forward to the City for processing.
 - e. City will collect certified payroll information from Contractor and conduct payroll interviews.

13

- 10. Contractor's Baseline Schedule and Updates Review
 - Following the initial Baseline Schedule, the Contractor will submit monthly schedule updates.
 - b. Up to two (2) project schedule updates will be reviewed by Consultant.

c. For the purposes of estimating, it is assumed that each schedule update review will take one (1) hour of Consultant team member time to review and process.

11. Field Orders

- a. Field Orders may be generated from responses to RFIs, design changes, Contractor initiated changes, City initiated changes, or unanticipated conditions.
- b. The fee for this task is based upon preparing and processing Three (3) Field Orders.
- c. Actual preparation and processing time may vary depending upon the complexity of the Field Order. It is estimated that, on average, it will take two (2) hours of Consultant team member time to prepare and process each Field Order.

12. Weekly Construction Progress Meetings

- a. Weekly Construction Progress Meetings will occur at the Contractor's or Consultant's construction trailer at the project site; and will involve up to two (2) Consultant team members, and each meeting will last up to one (1) hour each. One Consultant team member will attend by phone. We have budgeted (2) hours for each Weekly Construction Progress Meeting.
- b. Consultant will prepare an agenda for the first Construction Progress Meeting. Notes from the previous meeting will be used as the agenda for subsequent meetings updated with current issues or concerns.
- c. Construction Progress Meeting agendas will include current logs of outstanding shop drawing submittals, three-week look ahead schedule and requests for information responses. Agendas will also include time for Contractor to summarize work completed since the last Progress Meeting and work projected for the following month.
- d. Up to eight (8) progress meetings are included for this task.
- 13. Startup and Commissioning task is based upon commissioning services with onsite monitoring from one Consultant team member for up to one visit per site (Springfield Lift Station, CSO 26, and CSO 24) for up to 4 hours each for a total of 12 hours and up to 2 hours of Consultant Project Manager time.
- 14. Record drawings assumptions include:
 - a. Substantial Completion Inspections and Final Completion Inspection will occur at the project site, will involve up to two (2) Consultant team members, and will last up to four (4) hours each.
 - b. Substantial completion inspections in addition to those listed above will be filled to the City as a separate, out-of-scope activity from which the City can, at its discretion, deduct the amount from the Contractor's payment application(s).
 - c. Contractor will redline a full-size hard copy of the construction contract documents on a monthly basis to incorporate RFIs, Field Orders, Change Proposal Requests, submittal data, and changes based on records received from both Consultant and City.
 - d. Consultant preparation of record drawings from the contractor redlines and documentation described above are not included within the scope of services.

Deliverables

- 1. Submittal Review
 - a. Contractor's approved Shop Drawing Submittal Schedule transmitted to City and design team members in electronic format.
 - b. Assembled comment sheets in each submittal file in the DMS.
 - c. Shop drawing responses transmitted to Contractor and City.

2. Request for Information

- a. Response supporting information filed in the DMS.
- b. RFI responses transmitted to Contractor, City, and Consultant's team members.

3. Work Change Directives

- a. Work Change Directive supporting information filed in the DMS.
- b. Work Change Directives transmitted to Contractor and City.

4. Change Orders

- a. Change Order supporting information filed in the DMS.
- b. Change Order, including supporting information for each Change Order, transmitted to Contractor and City.

5. Pre-Construction Conference

- a. Draft Pre-Construction Conference agenda transmitted to City and Contractor.
- b. Final Pre-Construction Conference agenda transmitted to City and Contractor and hard copies delivered at conference.
- Pre-Construction Conference notes transmitted to City and Contractor and filed in the DMS.

6. Progress Meetings with the City

a. City Coordination Meeting agendas transmitted to the City.

7. Document Management System

- a. Filing system index transmitted to City, if requested.
- b. Tracking logs for shop drawing transmittals, Requests for Information, Field Orders, Change Proposal Requests, Change Orders, and work deficiency checklists transmitted to City and Contractor.
- 8. Engineering Site Visitation Memorandums transmitted to City.
- 9. Photographs filed in the DMS.
- 10. Reports of property damage or personal injury accidents transmitted to City.
- 11. Contractor's Baseline Schedule and Updates Review
 - a. Review comments on Baseline Schedule and Updates.

12. Weekly Construction Progress Meetings

- a. Construction Progress Meeting agenda transmitted to City and Contractor to progress meetings and delivered at meetings.
- b. Construction Progress Meeting notes transmitted to City and Contractor and filed in the DMS.

13. Contractor's Application for Payment Review

a. Contractor's Payment Application Requests transmitted to City with appropriate attachments, such as invoices for stored materials.

14. Field Orders

- a. Supporting information filed in the DMS.
- b. Field Orders transmitted to Contractor, City, and Consultant's team members.

15. Startup and Commissioning

- a. Reviewed Contractor and equipment supplier training agendas and schedules.
- 16. Construction Close-Out
 - a. Certificates of Substantial Completion and punchlists transmitted to City and Contractor.
 - Certificate of Final Completion with Contractor's Final Application and Certificate for Payment transmitted to City and Contractor.

Task 11 PLC Programming Specifications and Support Services

Objective

Prepare specifications for development of PLC programming codes and logic development that will be performed by others at Springfield Lift Station and CSO 24. Submittal review, technical support, and review of the startup, testing and commissioning plan for Springfield Lift Station and CSO 24 are as described in Task 10.

Approach

- 1. Perform a detailed review of the existing PLC logic at CSO 24 and work with the City to identify data points that should be included in the aggregate controller.
- 2. Develop specifications for the PLC programming work at Springfield Lift Station and CSO 24 facility to be completed by others as part of the City bid contract.

Consultant Services

- 11.1 Review existing programming and standards to be applied to the PLC programming includes:
 - a. Existing PLC programming at CSO 24 and CSO 26.
 - b. Review of specific PLC programming standards to be implemented at the CSO and lift station facilities.
- 11.2 Conduct a PLC Programming Coordination Workshop to establish programming direction and decisions that will be incorporated into the performance-based specifications. The Consultant will prepare meeting agenda and meeting notes with key decisions log to reflect decisions made during the meetings. The programming workshops will also include aggregate controller directions and decisions for services described in Task 12.
- **11.3** Develop specifications for inclusion in the City PLC bid contract documents (refer to Task 9). The specifications will address PLC programming work to be completed by others for:
 - a. Springfield Lift Station:
 - 1) Develop PLC logic to control the lift station and provide data to the aggregate controller.
 - 2) Test the code to confirm the desired control strategy has been implemented.
 - b. CSO 24 Control facility:
 - 1) Review existing code to identify required data registers and locations for aggregate controller.
 - 2) Develop logic within the existing PLC code to copy data registers to specific communication blocks to be shared with the aggregate controller.
 - 3) Test the code changes and confirm no inadvertent changes have been made to the control strategy.

- CSO 26 Control Facility PLC and programming work are not a part of this task and are addressed within Task 12.
- **11.4** Bid phase support services are addressed under Task 9.
- 11.5 Programming, startup, testing and commissioning submittal, and shop submittal reviews during construction for Springfield Lift Station and CSO Control facility are addressed under Task 10.

Client Responsibilities

- 1. Provide guidance and support, as needed.
- 2. Review the meeting notes and key decision log to be completed within 5 calendar days. After this time, the meeting notes and decision log will be finalized and archived as part of the project record.
- 3. Provide submittal reviews, as needed, with one set of consolidated (conflict resolved) comments within 10 business days of receiving the draft submittal documents.
- 4. Attend workshop.
- 5. Assist with verification of correct operation of Springfield Lift Station and CSO 24 facility prior to and following the code changes.

Assumptions

- 1. No changes will be made to the primary control strategies for CSO 24.
- 2. Should the City opt to have the Consultant provide PLC programming work at CSO 24 Control Facility as detailed under Subtask 11.3.b, or to revise the primary control strategies, the scope and budget for this work will be negotiated as supplemental support services under Task 13.
- 3. The logic to aggregate the data will reside in a separate section of the code and are detailed under Task 13.
- 4. The City will coordinate with the Contractor in verifying that CSO and lift station facility operation has not been impacted by the code changes developed by others.
- 5. It is anticipated there will be one round of consolidated review comments for the following:
 - a. Specifications for the PLC programming 50% and 95% submittals.
 - b. Specifications for development of the startup and commissioning plan.
- 6. For budgeting purposes For budgeting purposes, it is assumed that there will be one (1) Kickoff Workshop that will be one (1) hour in duration and requires an additional two (2) hours per workshop for the Sr. SCADA Engineer to prepare the agenda and (2) hours for development of the follow-up meeting notes and to update the action logs. It is estimated that the workshops will be attended by the Consultant Project Manager, Consultant Sr. Technical Lead, Consultant Sr. SCADA Engineer and Consultant Sr. Instrumentation Engineer or Programmer.
- 7. Bid phase support services are as described under Task 10.
- 8. Submittal reviews and construction support services are as described under Task 11.

Deliverables

- 1. Kickoff Workshop Agenda and Materials.
- 2. Kickoff Workshop Minutes and Action Items Log.
- 3. Draft and Final PLC programming Specifications and Startup and Commissioning Plan Specifications.

Task 12 PLC and Aggregate Controller Programming Services for CSO 26

Objective

Provide PLC programming for redundant aggregate controllers to gather data from other PLCs on the network. The aggregate controller will be located at CSO 26 Control Facility.

Approach

- 1. Develop PLC programming to facilitate reliable communications to all other PLCs. Design aggregate logic to organize data into logical sections for each site.
- 2. Provide field installation, testing, and commissioning support services.

Consultant Services

Develop PLC programming to facilitate reliable communications to other PLCs. Design aggregate logic to organize data into logical sections for each site. Provide field testing, and commissioning support services. Specific services include:

- **12.1** PLC Programming to communicate with CSO 24, CSO 26, and Springfield Lift Stations.
- **12.2** PLC Programming to coalesce data into logical blocks for use by other systems on the network.
- **12.3** PLC Programming to convert CSO 24 and CSO 26 UDT blocks into PAX format for transmission to the HMI.
- **12.4** Programming development:
 - a. 50% programming development to provide insight into general programming direction.
 - b. 95% Programming development that captures final comments.
- **12.5** Install, test, and commission programming with redundant PLCs.
- **12.6** Test and validate aggregate controller communication.

Client Responsibilities

- 1. Provide access to systems, as requested, in order to facilitate project work.
- 2. Provide working communications network between sites.

Assumptions

- 1. PLCs have a connection to the SCADA network.
- 2. Network connections provide adequate bandwidth and reliability to maintain control of the system.
- 3. It is assumed that the workshops conducted in Task 11 will include review of submittals developed under this task. No additional workshops are included in this task.
- 4. HMI integration will be as described in the original contract.

Deliverables

- 1. Draft and Final PLC Aggregate Controller Logic Submittal for CSO 26 facility.
- 2. Draft and Final specifications for a Startup and Commissioning Plan for CSO 26 facility.

Task 13 Supplemental SCADA Support Services (Optional)

Objective

To provide supplemental programming and technical support services at the Client Project Manager's written request. The specific scope of services, estimated labor, and associated expenses are to be negotiated in advance and agreed upon by both the City and the Consultant prior to the notice to proceed. Specific services that may be provided as supplemental services are described below:

Consultant Services

At the City's discretion the following services or other supplemental support services may be added:

- **13.1** CSO 24 and CSO 26 pump sequence and programming supplemental analysis.
 - a. Review of the existing facility sequence to identify issues with drain sequencing.
 - b. Advise and provide recommendations for adjustments to the existing sensor placement.
 - c. Advise and provide recommendations to adjustments on the pump startup elevations and drain sequencing.
 - d. Coordinate recommendations with the PLC programming work described under Task 11.
- 13.2 Spokane Network Design Services. As part of the Wastewater Collection SCADA Project, the Consultant identified the need to develop a more detailed network design which would support more reliable communications within and between the various sites impacted by the SCADA project. This effort has not been included in the current scope of work. The Consultant has developed this scope develop an initial network architecture and diagram to develop a clear understanding of the communication and networking needs for this system.
- 13.3 Results of the NFPA 820 review may identify equipment requiring installation and design. This scope element is to address unknown items such as LEL detectors, Go-No go entry controls, and other code compliance issues.
- 13.4 The Pre-Design Site Review of CSO 24 facility may identify deficiencies or conditions within the existing PLC programming and hardware that may add potential cost, complexity or risk in having the Contractor develop PLC programming as described under Task 11. The City may opt to have the Consultant develop the PLC programming, startup and commissioning plan to manage potential cost and risk.

Client Responsibilities

1. To be determined when the optional services task is defined and mutually agreed upon.

Assumptions

1. To be determined when the optional services task is defined and mutually agreed upon.

Deliverables

1. To be determined when the optional services task is defined and mutually agreed upon.

Schedule

Project schedule revisions are anticipated due to the added PLC design, public bidding process, and programming components added to the project. Some schedule revisions are also anticipated due to COVID 19 related concerns. Amendment 1 services are anticipated to add up to six (6) months to the original contract with a contract completion date of June 30, 2022. The scope of services for Task 1 Project Administration, Task 7 Commissioning, and Task 8 Training are anticipated to occur in 2022 and cost escalation for those tasks are incorporated into the amendment fee structure.

The Consultant will coordinate with the City to develop an updated project schedule with milestone dates that includes both the original contract and the amended contract services. Details regarding the project schedule and project management plan updates are provided within Task 1.

Fee

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials basis not to exceed \$197,903.94**.

Professional services rendered in connection with this Scope of Services will be billed on a time-and-materials basis for actual hours rendered by Consultant employees up to the estimated total contract amount in accordance with the terms and conditions outlined in the signed Agreement.

Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total From Spreadsheet
1	Task 1: Project Administration	\$14,293.69	\$500.28	\$49.50	\$14,843.47
2	Task 2: Quality Assurance/Quality Control	\$11,358.96	\$0.00	\$5.20	\$11,364.16
7	Task 7: Commissioning (Escalation Only)	\$0.00	\$1,038.91	\$0.00	\$1,038.91
8	Task 8: Training (Escalation Only)	\$0.00	\$568.99	\$0.00	\$568.99
9	Task 9: PLC Design Services and Bid Phase Support	\$35,494.06	\$0.00	\$1,566.40	\$37,060.46
10	Task 10: Construction Services	\$41,803.29	\$0.00	\$154.30	\$41,957.59
11	Task 11: PLC Programming Support Springfield LS and CSO 24	\$6,669.66	\$0.00	\$7.00	\$6,676.66
13	Task 12: Aggregate Controller and PLC Programming at CSO 26	\$43,143.90	\$0.00	\$909.00	\$44,052.90
14	Task 13: Supplemental SCADA Support Services (Optional)	\$40,340.80	\$0.00	\$0.00	\$40,340.80
				Total	\$197,903.94



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: WASTEWATER COLLECTIONS SCADA PROJECT SUPPORT SERVICES

This Contract Amendment/Extension is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and HDR ENGINEERING, INC., whose address is 929 108th Avenue NW, Suite 1300, Bellevue, Washington 98004 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide WASTEWATER COLLECTIONS SCADA PROJECT SUPPORT SERVICES; and

WHEREAS, additional work has been request that requires additional time, thus the original Contract needs to be formally amended and extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 13, 2020 and July 14, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on May 25, 2021 and shall run through June 30, 2022.

3. AMENDMENT.

The original Contract is amended to include additional time and work in accordance with the May 25, 2021 Scope of Services, Amendment 1, attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED THREE AND 94/100 DOLLARS** (\$197,903.94) for everything furnished and done under this Contract Amendment. This is the

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

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

HDR ENGINEERING, INC.	CITY OF SPOKANE	CITY OF SPOKANE		
By Signature Date	By Signature Date			
Tune on Drint Name	Turn on Drint Name			
Type or Print Name	Type or Print Name			
Title	Title			
Attest:	Approved as to form:			
City Clerk	Assistant City Attorney			
Attachments to this Contract Amendme	ent:			

May 25, 2021 Scope of Services, Amendment 1

21-123

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	6/29/2021
07/19/2021		Clerk's File #	OPR 2018-0410
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	4455-18
Agenda Item Type	Contract Item	Requisition #	(VB) VALUE
		_	BLANKET
Agenda Item Name	ON RENEWAL #1	_	

Agenda Wording

Council approval of Renewal #1 of contract of BID #4455-18 with Olin Corporation, dba Olin Chlor Alkali Products and Vinyls, Tracy Ca, to supply liquid sodium hypochlorite to Riverside Park Water Reclamation Facility at a cost of \$305,200.00 plus tax

Summary (Background)

Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river. It replaced gaseous chlorine in 2006 and is a much safer method of disinfection. This is the first of two renewals tentatively scheduled to begin on August 1, 2021 and to end on July 31, 2022. The contract may be extended for one (1) additional one-year contract period with the total contract period not to exceed five (5) years.

Lease?	NO	Grant related? NO		Public Works?	NO	
Fiscal Impact		Budget Account				
Expense	\$ \$332,668.	00		# 4320.43260.3	5148.5320	3
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	als			Council Not	ification	<u>s</u>
Dept He	<u>ad</u>	COSTER, MICHAEL		Study Session	n\Other	PIES 6/28/21
<u>Division Director</u>		MILLER, KATHERIN	E E	Council Spon	sor	Breean Beggs
<u>Finance</u>		ALBIN-MOORE, AN	GELA	Distribution List		
<u>Legal</u>		ODLE, MARI		hbarnhart@spokanecity.org		g
For the I	<u>Mayor</u>	ORMSBY, MICHAEL	-	kkeck@spokanecity.org		
Additio	nal Approva	als		mhughes@spokanecity.org		
Purchasing		PRINCE, THEA		Tax & Licenses		
				tprince@spokar	ecity.org	
				jeckhart@spoka	necity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility			
Subject:	Renewal of contract from BID #4455-18 to supply liquid sodium			
	hypochlorite to Riverside Park Water Reclamation Facility.			
Date:	June 28 th , 2021			
Contact (email & phone):	Mike Cannon, Assistant Plant Manager 625-4642			
	mcannon@spokanecity.org			
City Council Sponsor:	Breean Beggs			
Executive Sponsor:				
Committee(s) Impacted:	PIES			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment:				
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates			
Deadline:				
Outcome: (deliverables,	Council approval to renew the first of two renewal contracts with			
delivery duties, milestones	Olin Corporation, dba Olin Chlor Alkali Products and Vinyls to			
to meet)	supply liquid sodium hypochlorite to Riverside Park Water			
	Reclamation Facility at a cost of \$305,200.00 plus applicable			
	taxes over the period of August 1, 2021 to July 31, 2022.			
Background/History: Sodium	h hypochlorite is used for disinfecting the effluent water prior to			
discharging treated water to	the river. It replaced gaseous chlorine in 2006 and is a much safer			
method of disinfection.				
	vals tentatively scheduled to begin on August 1, 2021 and to end			
	on July 31, 2022. The contract may be extended for one (1) additional one-year contract period with the total contract period not to exceed five (5) years.			
with the total contract perio	d not to exceed five (5) years.			
Executive Summary:				
Impact In order to disinfect the effluent water from RPWRF, it is necessary to add				
liquid sodium hypochlorite.				
	Management is seeking Council approval to award the renewal			
	rporation, dba Olin Chlor Alkali Products and Vinyls (Tracy, CA) to			
	hypochlorite to the Water Reclamation Facility.			
	chase is provided in the Wastewater Management budget, and			
revenue is derived fr	•			
Budget Impact:	om sewer rates.			
Approved in current year bu	dget? Yes No No			
Annual/Reoccurring expenditure? Yes No N/A				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.)				
Other budget impacts: (reve				
Other budget impacts: (reve Operations Impact:				
	nue generating, match requirements, etc.)			
Operations Impact:	rations/policy? Yes No N/A			
Operations Impact: Consistent with current operations	rations/policy? Yes No N/A			



City of Spokane

PURCHASE AGREEMENT RENEWAL

Title: SODIUM HYPOCHLORITE SOLUTION FOR RPWRF

This Purchase Agreement Renewal is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and OLIN CORPORATION DBA OLIN CHLOR ALKALI PRODUCTS, whose address is 26700 South Banta Road, Tracy, California 95304, as ("Vendor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Vendor agreed to provide Sodium Hypochlorite Solution; and

WHEREAS, the initial Agreement provided for two (2) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 7, 2018 and July 13, 2018, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on August 1, 2021 and shall run through July 31, 2022.

3. COMPENSATION.

The City shall pay an estimated **THREE HUNDRED FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$305,200.00)** excluding applicable tax, (approximately 218,000 gallons over term of one (1) year at \$1.40 per gallon), under this Contract Renewal in accordance with Vendor's June 14, 2021 Proposal attached hereto. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

OLIN CORPORATION DBA OLIN CHLOR ALKALI PRODUCTS

CITY OF SPOKANE

By Signature Date	By
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	

Exhibit A – Olin's June 14, 2021 Proposal

21-117

EXHIBIT A



26700 South Banta Road, Tracy, California 95304
Phone: 209/835-7204 • Fax: 209/835-9760
Internet Address: www.olinchloralkali.com

June 14, 2021

Ms. Heather Barnhart Contracts/Purchasing Warehouse and Yards City of Spokane Riverside Park WRF 4401 n. Aubrey L. White Parkway Spokane, WA 99205

Re: City of Spokane 12.5% Sodium Hypochlorite - 2021/2022 Annual Renewal Proposal

Dear Heather,

Olin thanks the City of Spokane for your business these years. As requested, Olin too would like to extend our annual supply of hypo for a fourth year and offer the following renewal terms for the coming year.

Costs of allied chemcials (bleach) manufacturing have increased significantly this past year (see PPI index). Raw material costs of chlorine and caustic have been rising for quite a few months (see IHS graphs) and fuel costs for transportation are at eight year highs. These costs are still expected to increase even further this coming year. There have been many bleach market price increases since 2018, several just this past year. Olin has continued to honor our firm price commitment for three (3) years but now need to recover these cost increases at renewal time. New pricing below would be effective August 1, 2021 and remain firm for the entire new annual term as follows:

12.5% Sodium Hypochlorite (Full truck, min. 4,800 gals/shipment)

2018-2021 Price (3 yrs) 2021/2022 Proposal* Var.%
\$1.13 /gal. \$1.40/gal. 24% (6%/year)

Note*: Price is delivered plus applicable taxes. All other terms and conditions remain the same.

I know this increases is not insignificant but results from the city benefitting from three year firm pricing, and unfortunately just now catching up with several years of past costs increases. Please confirm acceptance soon so we may lock in our vendors and protect the city from any further potential market changes. Proposed pricing may expire in thrity (30) days from the date of this proposal if confirmation is not received.

Olin sincerely appreciates being your supplier and we look forward to another year working with the city. Please contact Kathy Green or myself at 209.221.8265 if you have any questions.

Sincerely,

John M. Schabacker Business Director

ohn M. Schabacker

CC: Kathy Green, Account Manager Attachments

Form Rev.: Nov. 2014

SPOKANE Agenda Sheet	Date Rec'd	6/30/2021	
07/19/2021		Clerk's File #	OPR 2021-0461
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	DEBBIE CATO 625-6707	Project #	
Contact E-Mail	DCATO@SPOKANECITY.ORG	Bid #	
Agenda Item Type Contract Item		Requisition #	N/A
Agenda Item Name	PROGRAM GRANT AV	WARD	

Agenda Wording

CHHS requests acceptance of the fiscal year 2020 Continuum of Care (CoC) Program Grant Award & Agreement as well as permission to enter into subrecipient contracts. The program year starts August 1, 2021 - see briefing paper for further detail.

Summary (Background)

Annually the CHHS Department competes nationally through the HUD CoC Program for renewal funding of projects that support housing and services for persons experiencing homelessness. Normally, Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. Due to COVID, HUD did not require a competitive process for FY20 funding and instead automatically renewed all existing projects and did not provide funding for any new projects.

Lease? NO Grant related? YES		ant related? YES	Public Works? NO		
Fiscal I	<u>mpact</u>		Budget Account		
Revenue	\$ 4,148,698		# 1541-95575-99999-33114-99999		
Expense	\$ 3,622,774		# 1541-95575-65410-54201-99999		
Expense	\$ 525,924		# 1541-95575-65430-5XXX	(X-99999	
Select	\$		#		
Approva	al <u>s</u>		Council Notification	<u>s</u>	
Dept Hea	<u>ad</u>	LEWIS, DAVID G.	Study Session\Other	PIES - 6/28/21	
Division Director		DAVIS, KIRSTIN	Council Sponsor	CM Stratton	
<u>Finance</u>		HUGHES, MICHELLE	Distribution List		
Legal		ODLE, MARI	dcato@spokanecity.org		
For the N	<u>Mayor</u>	ORMSBY, MICHAEL	bschreiber@spokanecity.org		
Addition	nal Approvals	<u>i</u>	dglewis@spokanecity.org		
Purchas	ing		kdavis@spokanecity.org		
GRANTS,		STOPHER, SALLY	chhsgrants@spokanecity.org		
CONTRACTS &					
PURCHA	<u>ASING</u>				
			chhsaccounting@spokaned	city.org	
		1			

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

T abile illitastracto	ire, Environment, & Sustamability Committee			
Division & Department:	Neighborhood, Housing, and Human Services – Community, Housing & Human Services			
Subject:	FY 2020 Continuum of Care (CoC) Program Grant Award			
Date:	June 15, 2021			
Author (email & phone):	Debbie Cato dcato@spokanecity.org X6707			
City Council Sponsor:	CM Stratton			
Executive Sponsor:	David Lewis			
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)	2020-2024 Strategic Plan to End Homelessness; 2017 - 2021 Consolidated Community Development and Housing Plan			
Strategic Initiative:	Safe & Healthy/Reduce Homelessness			
Deadline:	45 days from satisfying all issues and conditions to execute grant agreement with HUD.			
Outcome: (deliverables, delivery duties, milestones to meet)	The department seeks acceptance of the CoC Program Award of \$4,148,698 from the U.S. Department of Housing and Urban Development and permission to enter into subrecipient contracts.			
Each year the CHHS Department competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for persons experiencing homelessness. Normally, Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. However, due to COVID, HUD did not require a competitive process for FY20 funding and rather they automatically renewed all existing projects and did not provide funding for any new projects.				
 Executive Summary: HUD released the FY20 Proposed UFA Grant Agreement on 6/2/2021 City staff, as the Collaborative Applicant reviewed the agreement and reconciled the renewal amounts with existing subrecipient grants. The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant was awarded at \$110,494. The City of Spokane renewed with the Unified Funding Agency (UFA) designation which allows for greater budgetary flexibility to shift funds between projects as needed to ensure all funds are fully expended. The UFA designation provides an additional \$110,494 to cover the administrative cost associated with this higher fiduciary and monitoring responsibilities. These totals are provided by HUD based on CoC funding award allocations from the previous year. These projects are not required to be ranked. Total funding increased slightly from \$3,436,627 to \$4,148,698 due mainly because FY19 was a pro-rated year of subrecipient contracts because it was our first year as a UFA and so all subrecipient contracts were pro-rated to end at 7/31/2021. The FY20 contracts will all be 12-month contracts. Thus the \$712,071 increase appears to be bigger than it is. 				
Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: N/A				

Other budget impacts: All projects require 25% match of all expenditures excluding leasing.

Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: N/A Known challenges/barriers: N/A	Yes Yes	□ No ■ No		
--	------------	--------------	--	--

Grant Number: WA0001U0T022002

Tax ID No.: 91-6001280 DUNS No.: 115528189

CONTINUUM OF CARE PROGRAM (CFDA#14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and the City of Spokane (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"); the Continuum of Care Program rule (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

- **X** The Recipient is a Unified Funding Agency (UFA).
- _ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- _ The Recipient is not the only recipient designated by the applicable Continuum of Care.

If the Recipient is a UFA or sole recipient these provisions apply:

HUD's total funding obligation for this grant is \$4,148,698 as follows:

a. UFA Costs	\$ 110,494
b. Continuum of Care Planning Activities	\$110,494
c. Leasing	\$ 564,887
d. Rental assistance	\$1,212,924

e. Supportive services	\$ 1,491,003
f. Operating costs	\$ 226,513
g. Homeless Management Information System	\$ 172,125
h. Administrative costs	\$ 260,258

The funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the stated performance period.

Renewal projects:

<u>Amount</u>	Performance Period
243,905	08/01/2021 - 07/31/2022
64,529	08/01/2021 - 07/31/2022
110,270	08/01/2021 - 07/31/2022
345,984	08/01/2021 - 07/31/2022
172,528	08/01/2021 - 07/31/2022
21,861	08/01/2021 - 07/31/2022
75,144	08/01/2021 - 07/31/2022
345,646	08/01/2021 - 07/31/2022
313,184	08/01/2021 - 07/31/2022
158,394	08/01/2021 - 07/31/2022
347,186	08/01/2021 - 07/31/2022
498,100	08/01/2021 - 07/31/2022
260,000	08/01/2021 - 07/31/2022
177,489	08/01/2021 - 07/31/2022
148,000	08/01/2021 - 07/31/2022
240,007	08/01/2021 - 07/31/2022
343,527	08/01/2021 - 07/31/2022
61,956	08/01/2021 - 07/31/2022
	243,905 64,529 110,270 345,984 172,528 21,861 75,144 345,646 313,184 158,394 347,186 498,100 260,000 177,489 148,000 240,007 343,527

UFA Planning Project:

Project No.	<u>Amount</u>	Performance Period
WA0473U0T022000	110,494	08/01/2021 - 07/31/2022

UFA Cost Project:

Project No.	<u>Amount</u>	Performance Period
WA0472U0T022000	110,494	08/01/2021 - 07/31/2022

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

These provisions apply to all Recipients:

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,

Secretary of Housing and Urban Development John W. Getern BY: (Signature) John W. Peters, Director, Office of Community Planning and Development (Typed Name and Title) 06/02/2021 (Date) **RECIPIENT** City of Spokane (Name of Organization) BY: (Signature of Authorized Official) Nadine Woodward, Mayor (Typed Name and Title of Authorized Official) (Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function Community, Housing, and	Indirect cost rate	Direct Cost Base
Human Services Dept.	78.68%	Salaries & Benefits
	%	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	7/7/2021	
07/19/2021			Clerk's File #	OPR 2020-0586
			Renews #	
Submitting Dept	HOUSING & HUMAN S	ERVICES	Cross Ref #	
Contact Name/Phone	MARGARET	867-8539	Project #	
	HINSON			
Contact E-Mail	MHINSON@SPOKANEO	CITY.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	CR 22732
Agenda Item Name	1680 - SAFE SHELTER COVID-19 SUPPLEMENTAL ESG-CV AWARD			

Agenda Wording

CHHS is requesting permission to amend and extend the Safe Shelter Program agreement funded with Emergency Solutions Grant-Coronavirus funds. See briefing paper for further detail.

Summary (Background)

The CARES Act, signed on 3/27/2020 to help the support the response to the novel coronavirus outbreak and made available ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

Lease? NO	Grant related? YES	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 62,500		# 1540-95591-65410-5420	01-99999
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	LEWIS, DAVID G.	Study Session\Other	PIES - 6/28/2021
Division Director	DAVIS, KIRSTIN	Council Sponsor	CP Beggs
<u>Finance</u>	DAVIS, LEONARD	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mhinson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmartin@spokanecity.org	
Additional Approvals dglewis@spokanecity.org			
<u>Purchasing</u>	STOPHER, SALLY	kdavis@spokanecity.org	
<u>GRANTS,</u>	STOPHER, SALLY	chhsgrants@spokanecity.o	org
CONTRACTS &			
<u>PURCHASING</u>			
		chhsaccounting@sponkane	ecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department	
Subject:	COVID-19 Supplemental ESG Award	
Date:	6/16/21	
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)	
City Council Sponsor:	Council President Beggs	
Executive Sponsor:	Cupid Alexander	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability	
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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan	
Strategic Initiative:	Safe & Healthy / Reduce Homelessness	
Deadline:	The funds generally expire September 30, 2022	
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award approximately \$1 million dollars of the City's Emergency Solutions Grant – Coronavirus (ESG-CV) agreement with Washington State's Department of Commerce to current homeless provider subgrantees, extending contracts through June 2022.	
	S Act was signed on March 27, 2020 to help the support the response	
to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.		
Executive Summary:	detivities to mitigate the impacts of COVID 13.	
	xtend the following contracts through June 2022 and to award at the	
following levels:		
 CCEW House of Charity 	/, \$581,096	
VOA Hope House, \$266	5,166	
• YWCA, \$62,500	4.0	
Transitions Women's Hearth, \$105,415		
Extending these contracts will allow for continued Covid-19 safety precautions and additional safety procedures to remain in place through the summer and allow for preparation for the Fall/Winter 2021 season.		
Budget Impact:		
Approved in current year budg		
Annual/Reoccurring expenditu		
If new, specify funding source:	нор —	
Other budget impacts: N/A Operations Impact:		
Consistent with current operat	ions/policy?	
Requires change in current ope	· · · =	

Specify changes required: None. Known challenges/barriers: None.



City of Spokane

AGREEMENT AMENDMENT B

Title: SAFE SHELTER PROGRAM

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Young Women's Christian Association of Spokane**, whose address is 930 North Monroe Street, Spokane, Washington 99201 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Safe Shelter Program; and

WHEREAS, a change or revision of the work has been requested in response to the COVID-19 outbreak, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Emergency Solutions Grant - Coronavirus allocation, Grantor Award # 20-4613C-125, Total Award \$3,463,943.81, Award Dates August 25, 2020 and December 15, 2020; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated July 10, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on July 1, 2021.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by SIXTY TWO THOU-SAND FIVE HUNDRED AND NO/100 DOLLARS (\$62,500.00) for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed ONE HUNDRED EIGHTEEN THOU-SAND SIX HUNDRED SIXTY EIGHT AND NO/100 DOLLARS (\$118,668.00) for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and

original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 5} of the original Agreement):

Category	Amount
Essential Services	\$34,222
Shelter Operations	\$80,696
Administration	\$3,750
TOTAL	\$118,668

5. AMENDMENT.

SECTION NO. 8.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.

- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

CITY OF SPOKANE		
Ву		
Signature Date		
Type or Print Name		
Title		
Approved as to form:		
Assistant City Attorney		

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	7/7/2021	
07/19/2021			Clerk's File #	OPR 2021-0127
			Renews #	
Submitting Dept	HOUSING & HUMAN SERY	VICES	Cross Ref #	
Contact Name/Phone	MARGARET 86	7-8539	Project #	
	HINSON			
Contact E-Mail	MHINSON@SPOKANECIT	Y.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	CR 22733
Agenda Item Name	1680 - WOMEN'S HEARTH COVID-19 SUPPLEMENTAL ESG-CV AWARD			

Agenda Wording

CHHS is requesting permission to amend and extend the Women's Hearth Drop-In Day Center Program agreement funded with Emergency Solutions Grant-Coronavirus funds. See briefing paper for further detail.

Summary (Background)

The CARES Act, signed on 3/27/2020 to help the support the response to the novel coronavirus outbreak and made available ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

Lease? NO Gr	ant related? YES	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 105,415.00		# 1540-95591-65410-5420)1-99999
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	LEWIS, DAVID G.	Study Session\Other	PIES - 6/28/2021
Division Director	DAVIS, KIRSTIN	Council Sponsor	CP Beggs
<u>Finance</u>	DAVIS, LEONARD	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mhinson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmartin@spokanecity.org	
Additional Approvals	<u>5</u>	dglewis@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	kdavis@spokanecity.org	
<u>GRANTS,</u>	STOPHER, SALLY	chhsgrants@spokanecity.org	
CONTRACTS &			
<u>PURCHASING</u>			
		chhsaccounting@spokaned	city.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department	
Subject:	COVID-19 Supplemental ESG Award	
Date:	6/16/21	
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)	
City Council Sponsor:	Council President Beggs	
Executive Sponsor:	Cupid Alexander	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability	
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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan	
Strategic Initiative:	Safe & Healthy / Reduce Homelessness	
Deadline:	The funds generally expire September 30, 2022	
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award approximately \$1 million dollars of the City's Emergency Solutions Grant – Coronavirus (ESG-CV) agreement with Washington State's Department of Commerce to current homeless provider subgrantees, extending contracts through June 2022.	
	S Act was signed on March 27, 2020 to help the support the response	
to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.		
Executive Summary:	detivities to mitigate the impacts of COVID 13.	
	xtend the following contracts through June 2022 and to award at the	
following levels:		
 CCEW House of Charity 	/, \$581,096	
VOA Hope House, \$266	5,166	
• YWCA, \$62,500	4.0	
Transitions Women's Hearth, \$105,415		
Extending these contracts will allow for continued Covid-19 safety precautions and additional safety procedures to remain in place through the summer and allow for preparation for the Fall/Winter 2021 season.		
Budget Impact:		
Approved in current year budg		
Annual/Reoccurring expenditu		
If new, specify funding source:	нор —	
Other budget impacts: N/A Operations Impact:		
Consistent with current operat	ions/policy?	
Requires change in current ope	· · · =	

Specify changes required: None. Known challenges/barriers: None.



City of Spokane

AGREEMENT AMENDMENT A

Title: Women's Hearth Drop-In Day Center Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Transitional Programs for Women**, whose address is 3128 North Hemlock Street, Spokane, Washington 99205 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Women's Hearth Drop-In Day Center Program; and

WHEREAS, a change or revision of the work has been requested in response to the COVID-19 outbreak, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Emergency Solutions Grant - Coronavirus allocation, Grantor Award # 20-4613C-125, Total Award \$3,463,943.81, Award Dates August 25, 2020 and December 15, 2020; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated April 21, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on July 1, 2021.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by ONE HUNDRED FIVE THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS (\$105,415.00) for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed ONE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED NINETY TWO AND NO/100 DOLLARS (\$175,692.00) for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid

under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 5} of the original Agreement):

Category	Amount
Operations	\$157,380
Facility Support	\$5,598
Administration	\$12,714
TOTAL	\$175,692

5. AMENDMENT.

SECTION NO. 8.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.

- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

YOUNG WOME OF SPOKANE	EN'S CHRISTIAN ASSOCIATION	CITY OF SPOKANE	
Ву		By	
Signature	Date	Signature Date	
Type or Print Nar	ne	Type or Print Name	
Title		Title	
Attest:		Approved as to form:	
City Clerk		Assistant City Attorney	

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	7/7/2021	
07/19/2021		Clerk's File #	OPR 2020-0061	
			Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES		Cross Ref #	
Contact Name/Phone	MARGARET 867-8539		Project #	
	HINSON			
Contact E-Mail	MHINSON@SPOKANECITY.ORG		Bid #	
Agenda Item Type	Contract Item		Requisition #	CR 22730
Agenda Item Name	1680 - HOUSE OF CHARITY COVID-19 SUPPLEMENTAL ESG-CV AWARD			

Agenda Wording

CHHS is requesting permission to amend and extend the House of Charity Program agreement funded with Emergency Solutions Grant-Coronavirus funds. See briefing paper for further detail.

Summary (Background)

The CARES Act, signed on 3/27/2020 to help the support the response to the novel coronavirus outbreak and made available ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

Lease? NO Gr	ant related? YES	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 581,096.00		# 1540-95591-65410-5420)1-99999
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	LEWIS, DAVID G.	Study Session\Other	PIES - 6/28/2021
Division Director	DAVIS, KIRSTIN	Council Sponsor	CP Beggs
<u>Finance</u>	DAVIS, LEONARD	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mhinson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmartin@spokanecity.org	
Additional Approvals	<u> </u>	dglewis@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	kdavis@spokanecity.org	
<u>GRANTS,</u>	STOPHER, SALLY	chhsgrants@spokanecity.o	rg
CONTRACTS &			
<u>PURCHASING</u>			
		chhsaccounting@spokaned	city.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department	
Subject:	COVID-19 Supplemental ESG Award	
Date:	6/16/21	
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)	
City Council Sponsor:	Council President Beggs	
Executive Sponsor:	Cupid Alexander	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability	
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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan	
Strategic Initiative:	Safe & Healthy / Reduce Homelessness	
Deadline:	The funds generally expire September 30, 2022	
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award approximately \$1 million dollars of the City's Emergency Solutions Grant – Coronavirus (ESG-CV) agreement with Washington State's Department of Commerce to current homeless provider subgrantees, extending contracts through June 2022.	
	S Act was signed on March 27, 2020 to help the support the response	
to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.		
Executive Summary:	detivities to mitigate the impacts of COVID 13.	
	xtend the following contracts through June 2022 and to award at the	
following levels:		
 CCEW House of Charity 	/, \$581,096	
VOA Hope House, \$266	5,166	
• YWCA, \$62,500	4.0	
Transitions Women's Hearth, \$105,415		
Extending these contracts will allow for continued Covid-19 safety precautions and additional safety procedures to remain in place through the summer and allow for preparation for the Fall/Winter 2021 season.		
Budget Impact:		
Approved in current year budget? Yes No		
Annual/Reoccurring expenditure? Yes No		
If new, specify funding source: HUD		
Other budget impacts: N/A Operations Impact:		
Consistent with current operations/policy?		
Requires change in current operations/policy?		

Specify changes required: None. Known challenges/barriers: None.



City of Spokane

AGREEMENT AMENDMENT C

Title: House of Charity Emergency
Shelter Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East 5th Avenue, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the House of Charity Emergency Shelter Program; and

WHEREAS, a change or revision of the work has been requested in response to the COVID-19 outbreak, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Emergency Solutions Grant - Coronavirus allocation, Grantor Award # 20-4613C-125, Total Award \$3,463,943.81, Award Dates August 25, 2020 and December 15, 2020; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 17, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on July 1, 2021.

3. AMENDMENT.

EIGHTY ONE THOUSAND NINETY SIX AND NO/100 DOLLARS (\$581,096.00) for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed ONE MILLION SIX HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$1,614,706.00) for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 5} of the original Agreement):

EMERGENCY SOLUTIONS GRANT – PROGRAM YEAR 2019		
Operations	\$166,223	
Subtotal	\$166,223	
EMERGENCY SOLUTIONS GRANT – PROGRAM Y	YEAR 2020	
Operations	\$169,621	
Subtotal	\$169,621	
EMERGENCY SOLUTIONS GRANT - CORONAVIE	RUS	
Operations	\$179,624	
Essential Services	\$493,055	
Administration	\$25,087	
Subtotal	\$697,766	
COMMERCE EMERGENCY SOLUTIONS GRANT – CORONAVIRUS		
Operations	\$546,230	
Administration	\$34,866	
Subtotal	\$581,096	
GRAND TOTAL	\$1,614,706	

Emergency Solutions Grant – Coronavirus funds ("ESG-CV") are available March 15, 2020 through August 3, 2022 only. All funds expended under the ESG-CV award are subject to the requirements provided under the "Homeless Assistance Grants" heading of Title XII of Division B of the CARES Act Public Law 116-136), Subtitle B of Title IV of the McKinney-Vento Homeless Act (42 U.S.C. 11371 et seq.), and the Emergency Solutions Grant regulations at 24 CFR Part 576. After August 3, 2022, any coronavirus outbreak related services provided by the GRANTEE will be deemed ineligible for reimbursement under the original Agreement and this Amendment.

4. AMENDMENT.

SECTION NO. 8 (C) 3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

CATHOLIC CHARITIES OF SPOKANE		CITY OF SPOKANE	CITY OF SPOKANE	
By		Ву		
Signature	Date	Signature Date		
Type or Print Name		Type or Print Name		
Title		Title		
Attest:		Approved as to form:		
City Clerk		Assistant City Attorney		

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

SPOKANE Agenda Sheet	Date Rec'd	7/7/2021	
07/19/2021		Clerk's File #	OPR 2020-0572
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	MARGARET 867-8539	Project #	
	HINSON		
Contact E-Mail	MHINSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 22731
Agenda Item Name	1680 - HOPE HOUSE COVID-19 SUPPLEMENTAL ESG-CV AWARD		

Agenda Wording

CHHS is requesting permission to amend and extend the Hope House Program agreement funded with Emergency Solutions Grant-Coronavirus funds. See briefing paper for further detail.

Summary (Background)

The CARES Act, signed on 3/27/2020 to help the support the response to the novel coronavirus outbreak and made available ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

Lease? NO Gr	ant related? YES	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 266,166.00		# 1540-95591-65410-5420)1-99999
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		Council Notification	<u>s</u>
Dept Head	LEWIS, DAVID G.	Study Session\Other	PIES - 6/28/2021
Division Director	DAVIS, KIRSTIN	Council Sponsor	CP Beggs
<u>Finance</u>	DAVIS, LEONARD	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mhinson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmartin@spokanecity.org	
Additional Approvals	<u>3</u>	dglewis@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	kdavis@spokanecity.org	
<u>GRANTS,</u>	STOPHER, SALLY	chhsgrants@spokanecity.o	rg
CONTRACTS &			
<u>PURCHASING</u>			
		chhsaccounting@spokaned	city.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department	
Subject:	COVID-19 Supplemental ESG Award	
Date:	6/16/21	
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)	
City Council Sponsor:	Council President Beggs	
Executive Sponsor:	Cupid Alexander	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability	
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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan	
Strategic Initiative:	Safe & Healthy / Reduce Homelessness	
Deadline:	The funds generally expire September 30, 2022	
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award approximately \$1 million dollars of the City's Emergency Solutions Grant – Coronavirus (ESG-CV) agreement with Washington State's Department of Commerce to current homeless provider subgrantees, extending contracts through June 2022.	
	S Act was signed on March 27, 2020 to help the support the response	
to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.		
Executive Summary:	detivities to mitigate the impacts of COVID 13.	
	xtend the following contracts through June 2022 and to award at the	
following levels:		
 CCEW House of Charity 	/, \$581,096	
VOA Hope House, \$266	5,166	
• YWCA, \$62,500	4.0	
Transitions Women's Hearth, \$105,415		
Extending these contracts will allow for continued Covid-19 safety precautions and additional safety procedures to remain in place through the summer and allow for preparation for the Fall/Winter 2021 season.		
Budget Impact:		
Approved in current year budget? Yes No		
Annual/Reoccurring expenditure? Yes No		
If new, specify funding source: HUD		
Other budget impacts: N/A Operations Impact:		
Consistent with current operations/policy?		
Requires change in current operations/policy?		

Specify changes required: None. Known challenges/barriers: None.



City of Spokane

AGREEMENT AMENDMENT B

Title: HOPE HOUSE SHELTER PROGRAM

This Agreement Amendment is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and Volunteers of America of Eastern Washington and Northern Idaho, whose address is 525 West Second Avenue, Spokane, Washington 99201 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Hope House Shelter Program; and

WHEREAS, a change or revision of the work has been requested in response to the COVID-19 outbreak, thus the original Agreement needs to be formally Amended by this written document; an

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Emergency Solutions Grant - Coronavirus allocation, Grantor Award # 20-4613C-125, Total Award \$3,463,943.81, Award Dates August 25, 2020 and December 15, 2020; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated July 30, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on July 1, 2021.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by TWO HUNDRED SIXTY SIX THOUSAND ONE HUNDRED SIXTY SIX AND NO/100 DOLLARS (\$266,166.00) for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed FIVE HUNDRED NINETY THOUSAND EIGHT HUNDRED NINETY ONE AND NO/100 DOLLARS (\$590,891.00) for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under

this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 5} of the original Agreement):

Category	Amount
Essential Services	\$60,800
Shelter Operations	\$477,935
Administration	\$52,156
TOTAL	\$590,891

5. AMENDMENT.

SECTION NO. 8.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.

- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO		CITY OF SPOKANE
By		By
Signature	Date	Signature Date
Type or Print Nar	me	Type or Print Name
Title		Title
Attest:		Approved as to form:
City Clerk		Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

SPOKANE Agenda Sheet for City Council Meeting of:			Date Rec'd	6/29/2021
07/19/2021		Clerk's File #	OPR 2021-0462	
			Renews #	
Submitting Dept	POLICE		Cross Ref #	
Contact Name/Phone	MIKE MCNAB	835-4514	Project #	
Contact E-Mail	MMCNAB@SPOKA	NEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	
Agenda Item Name	1620 - FY21-22 WASPC SEXUAL ASSAULT KIT GRANT			

Agenda Wording

Approval and acceptance of \$208,000 in grant funding awarded through the Washington Association of Sheriffs and Police Chiefs (WASPC) to be used towards the investigation of unresolved sexual assault cases and bringing them to meaningful conclusion.

Summary (Background)

In early 2021, SPD was awarded a total of \$90,133 from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2021-22 fiscal year. SPD was awarded \$208,000, which provides funding for salaries & benefits, overtime, training, victim advocacy, and familial DNA testing. Grant period of performance 07/01/2021 - 06/30/2022

Lease? NO	Grant related? YES	Public Works? NO			
Fiscal Impact		Budget Account			
Revenue \$ 208,00	00	# 1620-91789-99999-334	69-99999		
Expense \$ 150,00	00	# 1620-91789-21250-VAF	RIOUS		
Expense \$ 48,000)	# 1620-91789-21250-542	01-99999		
Expense \$ 10,000)	# 1620-91789-21400-544	01-99999		
Approvals		Council Notification	<u>1S</u>		
Dept Head	MEIDL, CRAIG	Study Session\Other	PSCHC Meeting		
			07/12/2021		
Division Director	MEIDL, CRAIG	Council Sponsor	Councilmember Kinnear		
<u>Finance</u>	SCHMITT, KEVIN	Distribution List			
<u>Legal</u>	Legal ODLE, MARI		SPDFINANCE@SPOKANECITY.ORG		
For the Mayor	For the Mayor ORMSBY, MICHAEL		MMCNAB@SPOKANEPOLICE.ORG		
Additional Appre	<u>ovals</u>	tpeterson@waspc.org			
<u>Purchasing</u>		steve@waspc.org			
GRANTS,	STOPHER, SALLY				
CONTRACTS &					
<u>PURCHASING</u>					



3060 Willamette Drive NE Lacey, WA 98516 360-486-2380 (Phone) 360-486-2381 (Fax) www.waspc.org

President

Sheriff Rick Scott Grays Harbor County June 17, 2021

President-Elect

Chief Steve Crown City of Wenatchee

Vice President Sheriff Tom Jones Grant County

Past President Chief Craig Meidl City of Spokane

TreasurerChief Brett Vance
City of Montesano

Executive Board

Chief John Batiste Washington State Patrol

Chief Gary Jenkins City of Pullman

Sheriff Mitzi Johanknecht King County

Sheriff VACANT

Chief Darrell Lowe City of Redmond

Chief Rafael Padilla City of Kent

Sheriff James Raymond Franklin County

Don Voiret, SAC FBI—Seattle

Chief Sam White Lower Elwha Police Department

Steven D. Strachan Executive Director Major Michael McNab Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260

Dear Major McNab:

Subject: Sexual Assault Kit Initiative Project Funding Award

The Washington State Legislature has allocated \$750,000 dollars for the period of July 1, 2021 to June 30, 2022 for the Sexual Assault Kit Initiative Project. These funds are available as established by RCW 36.28A.430. Grants are awarded to local law enforcement agencies to support multidisciplinary community response teams engaged in seeking a just resolution to sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits—these kits are referred to as SAK3s.

WASPC is pleased to award the Spokane Police Department \$208,000 under the Sexual Assault Kit Initiative Project. The funding period for use of these funds is July 1, 2021 to June 30, 2022. Please review the enclosed Interagency Agreement between the Washington Association of Sheriffs and Police Chiefs (WASPC) and the Spokane Police Department. The Interagency Agreement details the scope of work and additional requirements for this project.

The WASPC point of contact for the Sexual Assault Kit Initiative Project is Terrina Peterson. Terrina can be reached at tpeterson@waspc.org or via phone at (360) 486-2386.

We look forward to working with the Spokane Police Department on this project.

Sincerely,

Jamie Weimer, Projects and Programs Manager

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS

SEXUAL ASSAULT KIT INITIATIVE PROJECT

OVERVIEW:

The Washington State Legislature has allocated \$750,000 dollars for the period of July 1, 2021 to June 30, 2022 for the Sexual Assault Kit Initiative Project. These funds are available as established by RCW 36.28A.430. Grants are awarded to local law enforcement agencies to support multidisciplinary community response teams engaged in seeking a just resolution to sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits—these kits are referred to as SAK3s. RCW 5.70.050 required all SAK3s to be submitted to the Crime Lab for testing by October 1, 2019.

The purpose of these funds is to shift the focus from submitting kits for testing to investigating these cases to conclusion—even if prosecution is not viable and/or the crime lab's analysis did not produce a hit. Agencies are encouraged to review the SAK3 cases and determine if additional investigation would help create a just resolution for the victim, regardless of the prosecutor's ability to prosecute.

AGREEMENT:

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **SPOKANE POLICE DEPARTMENT** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address: Agency Contact: Michael McNab

Spokane Police Department Title: Major

1100 W Mallon Ave Email: mmcnab@spokanepolice.org Spokane, WA 99260 Phone: 509-835-4514

Project Title Funding Cycle

SAK3 Grant July 1, 2021-June 30, 2022

Agreement No: Funding Authority:
SAK3 2021-22 Spokane PD WA Association of Sheriffs and Police Chiefs

Grant Award:\$208,000

Service Area:
City of Spokane, WA

FUNDING SOURCE:

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.

SCOPE OF WORK:

Grant recipients shall:

- 1. Maintain a multidisciplinary cold case or sexual assault investigation team or teams to conduct follow-up investigations and prosecutions of SAK3 cases. Teams must include prosecutors, law enforcement and victim advocates.
- 2. Review/investigate cases with completed DNA testing to resolution.
- 3. The team must use victim-centered, trauma-informed protocols.
- 4. Team members must complete the specialized training for victim-centered, trauma-informed investigations and prosecutions (CJTC-SAI-VCERT Course no. 7000).
- 5. Victim advocates should incorporate the recommendations by the SAFE Advisory Committee when initiating (re)contact with victims and/or notifying victims of the current status of their case.
- 6. Must provide monthly report to WASPC (see data collection and monthly reporting).
- 7. Submit monthly invoices for reimbursement.

DATA COLLECTION AND MONTHLY REPORTING:

WASPC will provide a tracking sheet to the RECIPIENT. The RECIPIENT shall update the sheet with the current status of all cases listed. The RECIPIENT shall submit monthly reports documenting any case updates.

Data points shall include:

- Updates to the 'Case Status' column for each SAK3 case investigated during reporting period
- Updates to the 'Was there a conviction?" column for any changes during reporting period

The RECIPIENT shall complete a monthly grant report, electronically. The monthly grant report will include the following elements:

- Any changes in multidisciplinary cold case or sexual assault investigation team members.
- Any victim-centered, trauma informed trainings attended by team members.
- Any changes to adopted protocols.
- Number of advocate contacts with victims during reporting period.
- A quick narrative of the work performed, include any successes and struggles for the month.

INVOICES FOR REIMBURSEMENT:

Funding is restricted to costs associated with the investigation and resolution of SAK3 cases included on the original SAK3 tracking sheet provided.

Invoice submission will document the following:

- Employee hours related to an investigation (straight time and overtime), reference case numbers.
- Non-department employee hours related to an investigation (advocates), reference case numbers.
- Any additional costs (i.e. travel, familial DNA testing, etc.) related to an investigation, reference case number.

Invoices shall be submitted to WASPC by the 10th of each month using an A-19 voucher.

SIGNATURE:

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASP	С	For RECIP	IENT
Name:	Steven D. Strachan	Name:	Craig Meidl
Title:	Executive Director	Title:	Chief
Agency:	Washington Association of Sheriffs & Police Chiefs	Agency:	Spokane Police Department
Date:		Date:	
Signature:		Signature:	

Briefing Paper (Public Safety & Community Healthy Committee)

Division & Department:	rtment: Spokane Police Department			
Subject:	Funding acceptance for FY21-22 Sexual Assault Kit Initiative Grant			
	Program with Washington Association of Sheriffs and Police Chiefs			
Date:	July 12 th , 2021			
Contact (email & phone):	Mike McNab mmcnab@spokanepolice.org 835-4514			
City Council Sponsor:	Councilmember Kinnear			
Executive Sponsor:	Craig Meidl			
Committee(s) Impacted:	Public Safety & Community Health Committee			
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:	Safe & Healthy			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	In early 2021, SPD was awarded a total of \$90,133 from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2021-22 fiscal year. SPD was awarded \$208,000, which provides funding for salaries & benefits, overtime, training, victim advocacy, and familial DNA testing.			
kits are still awaiting results. W assessment of cases where kit	ault cases. Out of 1200 untested sexual assault kits, approximately 430 orking under the grant, SPD investigators have completed an overall testing has been completed and has triaged cases that are nearing 2 months, SPD will be taking a deeper dive into the unresolved cases conclusion.			
Executive Summary:				
Grant period July 01, 2	021 to June 30, 2022			
Grant award of \$208,000 Salaries, benefits, and overtime: \$150,000 Training: \$10,000 Familial DNA testing: \$10,000 Victim advocacy: \$38,000				
Budget Impact:				
	Approved in current year budget? ☐ Yes ☒ No ☐ N/A			
Annual/Reoccurring expenditu	re? □ Yes ☒ No □ N/A Proposed SBO to follow(pending award approval from grantor)			
	e generating, match requirements, etc.)			
Operations Impact:	5 55.20116)aton regardinents, etci)			
Consistent with current operat	ions/policy? ⊠ Yes □ No □ N/A			
Requires change in current operations/policy? \square Yes \boxtimes No \square N/A				
Specify changes required:				
Known challenges/barriers: None				

SPOKANE Agenda Sheet	Date Rec'd	6/23/2021	
07/19/2021		Clerk's File #	OPR 2017-0356
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	DUSTY PATRICK X7071	Project #	
Contact E-Mail	DPATRICK@SPOKANECITY.ORG	Bid #	RFP 13-15
Agenda Item Type	Contract Item	Requisition #	ВТ
Agenda Item Name	1970 - ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE		

Agenda Wording

Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$81,827.99 including tax.

Summary (Background)

ESO Solutions, Inc. developed and replaced the incident record management system in 2017 for the Fire Department. The system is vital for reporting incidents to Fire crews and maintaining records. As part of the original agreement (OPR 2017-0356) the City agreed to pay annual subscription fees for maintenance and support of the software.

Lease? NO G	rant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 81,827.99		# 1970-35142-22100-5482	20-99999
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	7/12/2021 PSHC
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	Distribution List	
<u>Legal</u>	ODLE, MARI	Fire Accounting (fireaccour	nting@spokanecity.org)
For the Mayor	ORMSBY, MICHAEL	Dusty Patrick (dpatrick@sp	okanecity.org)
Additional Approvals	<u>S</u>	contracts@eso.com	
<u>Purchasing</u>	PRINCE, THEA	kschmitt@spokanecity.org	

Briefing Paper Public Safety and Community Health

Division & Department:	Fire/IT			
Subject:	OPR2017-0356			
Date: Contact (email & phone):	Annual Subscriptions with ESO Solutions to maintain the incident record management system for the Fire Department. 6/15/2021 Dusty Patrick (x7071) dpatrick@spokanecity.org			
City Council Sponsor:	CM Kinnear			
Executive Sponsor:				
Committee(s) Impacted:	Public Safety and Community Health Committee			
Type of Agenda item:	☐ Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic 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:				
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)				
Background/History: This contract is with ESO Solutions for the annual maintenance and support of the incident record management system. This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records. Contract period is for July 21, 2021 through July 20, 2022. Annual cost will be approximately \$81,827.99 (including tax). This is the 4th annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.				
Budget Impact: Approved in current year budget?				
Specify changes required: Known challenges/barriers:				



City of Spokane

CONTRACT RENEWAL

Title: ANNUAL SUBSCRIPTION FOR INCIDENT RECORD MANAGEMENT SYSTEM

THIS Contract Renewal is between the CITY OF SPOKANE FIRE DEPARTMENT, a Washington State municipal corporation, as ("City"), and ESO SOLUTIONS, INC., whose address is 679449, Dallas, Texas 75267, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide subscription services to its Record Management System; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document: and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 1, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 21, 2021 and shall run through July 20, 2022.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHTY ONE THOUSAND EIGHT HUNDRED TWENTY SEVEN AND 99/100 DOLLARS** (\$81,827.99), including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

ESO SOLUTIONS, INC.	CITY OF SPOKANE FIRE DEPARTMENT
By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	
Exhibit A – ESO Quote dated June 15, 2021 Exhibit B– Certificate Regarding Debarment	

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

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



Please send payments to: ESO Solutions, Inc. PO Box 679449 Dallas, TX 75267-9449 Quote

Date: Quote # 6/15/2021 Q061521

Terms

Net 30

Bill To

Spokane Fire Department 44 W Riverside Ave. Spokane WA 99201 United States mlopez@spokanecity.org

Ship To

Spokane Fire Department 44 W Riverside Ave. Spokane WA 99201 US

Item	From	То	QTY	иом	List Amount	Discount	Total
ESO EHR Suite Patient care reporting suite, includes unlimited users, unlimited mobile appupgrades.		, ,	,	J ,			
Telestaff Integration Integration with Telestaff Rostering to	7/21/2021 o place staff on	7/20/2022 the appropria	125,000 te calls.	Incidents			\$2,672.85
Fire Incidents (by Volume)	7/21/2021	7/20/2022	1	Incidents			\$24,199.85
Includes mobile application NFIRS wie	dget, Auto EHR	import or Auto	o-CAD impo	ort, federal NFIR	S data reporting, softw	are updates and up	grades.
EHR - First Watch Interface Enables transfer of EHR data to First	7/21/2021 Watch.	7/20/2022	1				\$3,084.85

Total (Without Tax): \$75,071.55

Tax: \$6,756.44

Grand Total: \$81,827.99

Remit Payment to:

ESO Solutions, Inc. PO Box 679449 Dallas, TX 75267-9449

Amounts quoted are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 36-4566209

Washington State Department of Revenue



Susiness Lookup

License Information:

New search Back to results

Entity name: ESO SOLUTIONS INC

Business name: ESO SOLUTIONS INC

Entity type: Corporation

UBI #: 602-909-509

Business ID: 001

Location ID: 0001

Location: Active

Location address: 11500 ALTERRA PKWY

STE 100

AUSTIN TX 78758-3192

Mailing address: 11500 ALTERRA PKWY

STE 100

AUSTIN TX 78758-3192



Excise tax and reseller permit status:Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane General Business - Non-Resident			Active	Mar-31-2022 Jun-12-2020

Governing People May include governing people not registered with Secretary of State

Governing people	Title
CARTER, JAMES R	
DILLIE, CHRIS	President
JOHNSON, CORTNEY	Treasurer
MUNDEN, ROBERT	Secretary

The Business Lookup information is updated nightly. Search date and time: 6/15/2021 2:07:29 PM





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2021

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)

	timodio doco not como nignit	o to the continuate helder in hea cr	oudir diradiconnent(d).			
PRODUCER	Lockton Insurance Brokers, L CA License #OF15767 Three Embarcadero Center, Se		CONTACT NAME: FAX PHONE FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:			
	San Francisco CA 94111 (415) 568-4000		INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: The Phoenix Insurance Compa	ıny	25623	
INSURED	ESO Solutions, Inc. 11500 Alterra Parkway Austin TX 78758	INSURER B: The Travelers Indemnity Compan	ıy	25658		
1494157			INSURER c: Chubb Indemnity Insurance Com	pany	12777	
			INSURER D: Allied World Assurance Company (U	.S.) Inc.	19489	
			INSURER E :			
			INSURER F:			
COVEDA	CEC ECOCOO CE	POVEDACES ESOSOO2 CERTIFICATE NUMBER: 17550(41 DEVISION NUMBER: YVVVVVV				

CERTIFICATE NUMBER: 17559641 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.

E	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	N	N	ZLP-91N40746-21	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 15,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
В	AUTOMOBILE LIABILITY	N	N	BA-1S849937-21	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT \$ 1,000,000	
	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXX	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX	
	X Comp Ded: \$1000 Coll Ded: \$1,0	000					\$ XXXXXXX	
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ XXXXXXX	
	DED RETENTION \$						\$ XXXXXXX	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	7182-73-01	10/1/2020	10/1/2021	X PER OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$ 1,000,000	
	(Mandatory in NH)	,,,,					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	E&O/Cyber	N	N	0312-8654 (E&O/Cyber)	5/3/2021	5/3/2022	\$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
17559641 City of Spokane 808 W. SP.O.kane Falls Blvd. Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SPOKANE Agenda Sheet	Agenda Sheet for City Council Meeting of:			6/29/2021
07/19/2021	Clerk's File #	ORD C36079		
			Renews #	
Submitting Dept	POLICE		Cross Ref #	
Contact Name/Phone	MIKE MCNAB 835-451	.4	Project #	
Contact E-Mail	MMCNAB@SPOKANEPOLICE.C	RG	Bid #	
Agenda Item Type	Special Budget Ordinance		Requisition #	
Agenda Item Name 1620 - SBO FOR WASPC SEXUAL ASSA			ILT GRANT	

Agenda Wording

Approval of special budget ordinance(SBO) to recognize the acceptance of \$208,000 in new grant funding through the Washington Association of Sheriffs and Police Chiefs.

Summary (Background)

SPD was awarded \$208,000, which provides funding for salaries & benefits, overtime, training, victim advocacy, and familial DNA testing. Grant period of performance 07/01/2021 - 06/30/2022 SBO will recognize additional grant related expenditures along with revenue.

Lease? NO G	irant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Revenue \$ 208,000		# 1620-91789-99999-3346	59-99999	
Expense \$ 150,000		# 1620-91789-21250-VARIOUS		
Expense \$ 48,000		# 1620-91789-21250-54201-99999		
Expense \$ 10,000		# 1620-91789-21400-5440)1-99999	
Approvals		Council Notification	<u>s</u>	
Dept Head	MEIDL, CRAIG	Study Session\Other	PSCHC Meeting	
			07/12/2021	
Division Director	MEIDL, CRAIG	Council Sponsor	Councilmember Kinnear	
<u>Finance</u>	SCHMITT, KEVIN	Distribution List		
<u>Legal</u>	PICCOLO, MIKE	SPDFINANCE@SPOKANECITY.ORG		
For the Mayor	ORMSBY, MICHAEL	MMCNAB@SPOKANEPOLICE.ORG		
Additional Approval	<u>s</u>			
<u>Purchasing</u>				
MANAGEMENT &	WALLACE, TONYA			
BUDGET				

ORDINANCE NO C36079

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, 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:

- 1) Increase revenue by \$208,000
 - a. Revenue increase due to awarded grant funding through WASPC toward Sexual Assault Kit Initiative program
- 2) Increase appropriations by \$208,000
 - a. Increase in appropriations to be used as follows:
 - i. Salary/Benefits and Overtime in the amount of \$150,000
 - ii. Eligible Training/Travel in the amount of \$10,000
 - iii. Contractual Services for DNA Testing services in the amount of \$10,000
 - iv. Subaward contract for victim advocacy services in the amount of \$38,000

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 acceptance of grant funding to be used towards the investigation of sexual assault cases 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	
	Gourieir resident	
Attest:		
City Clerk		
Approved as to form:		
Assis	tant City Attorney	
Mayor		Date
Effective Date		

Briefing Paper Public Safety & Community Health Committee

Division & Department:	Spokane Police Department		
Subject:	SBO for Sexual Assault Kit grant award FY21-22		
Date:	07/12/2021		
Contact (email & phone):	Mike McNab- mmcnab@spokanepolice.org 509-835-4514		
City Council Sponsor:	Councilmember Kinnear		
Executive Sponsor:			
Committee(s) Impacted:	Public Safety Community Health Committee		
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 to adjust budget to reflect new grant award along with corresponding costs.		
Background/History: SPD was previously awarded and accepted grant funding from the Washington Association of Sheriffs and Police Chiefs(WASPC) to be used for the investigation of backlogged sexulassault kits. Previous grant expired 06/30/2021. New grant funding was awarded to SPD in the amount of \$208,000.			
 SBO needed to adjust budget so that it accurately reflects total grant revenue/expenditures of \$208,000 To be used during the period 07/01/2021 – 06/30/2022 Funding will pay for officer salary/benefits Subaward contract with Lutheran Community Services Northwest for victim advocacy services Training and Travel Contractual DNA testing services 			
Budget Impact: Approved in current year budget?			
Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:			

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/6/2021
07/19/2021		Clerk's File #	ORD C36080
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
	DEVELOPMENT		
Contact Name/Phone	NATHAN GWINN 625-6893	Project #	
Contact E-Mail	NGWINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SPOKANE DOWNTOWN PLAN U	IPDATE	

Agenda Wording

An ordinance amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan."

Summary (Background)

Since 2019, the City of Spokane, Downtown Spokane Partnership, and their planning consultant, Framework, led a public engagement plan to develop the plan's vision, goals, and strategies. The Plan Commission recommended approval of the plan, with a modification to add two new actions: (1) Action PS1.3, related to police, and (2) Action WO1.5, related to monitoring housing and shelter. The City Council identified several additional potential changes under RES 2021-0054 for its July 12, 2021 agenda

Lease? NO	Grant related? NO	Public Works? YES		
Fiscal Impact		Budget Account		
Neutral \$		#		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notifications		
Dept Head	MEULER, LOUIS	Study Session\Other	UE 6/14/21 & Study	
			Session 5/27/21	
Division Director	BECKER, KRIS	Council Sponsor	CM Lori Kinnear	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List		
<u>Legal</u>	RICHMAN, JAMES	ngwinn@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	kdavis@spokanecity.org		
Additional Approva	<u>lls</u>	Imeuler@spokanecity.org		
<u>Purchasing</u>		tblack@spokanecity.org		
		sbishop@spokanecity.org		

Briefing Paper

Urban	Experience	Committee
•	-//60:10:100	

Division & Department:	Community and Economic Development Services - Planning		
Subject:	Spokane Downtown Plan		
Date:	June 30, 2021		
Author (email & phone):	Nathan Gwinn ngwinn@spokanecity.org 625-6893		
City Council Sponsor:	CP Beggs, CM Kinnear		
Executive Sponsor:	Louis Meuler		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item	Comprehensive Plan Chapter 3 Land Use Goals LU 1, 2, 3;		
to guiding document – i.e.,	Chapter 4 Transportation Goal TR B;		
Master Plan, Budget , Comp	Chapter 7 Economic Development Goal ED 3;		
Plan, Policy, Charter, Strategic Plan)	Chapter 10 Social Health Goals SH 2, SH 5, SH6.		
Strategic Initiative:	Urban Experience		
Deadline:			
Outcome: (deliverables,	An ordinance updating the Downtown Plan adopted in 2008,		
delivery duties, milestones to	amending the Comprehensive Plan through repealing and replacing		
meet)	the 2008 Downtown Plan, including a larger subarea with all of the		
	South University District Subarea Plan adopted in 2020.		
Background/History:			
	articipation events conducted by the City, Downtown Spokane		
Partnership, and their Planning Consultant is attached as Exhibit 1 to the staff report, available on			
 the project webpage: <u>my.spokanecity.org/projects/downtown-plan-update/</u> Following a hearing on May 12, 2021, the Plan Commission recommended approval of the plan, 			
with a modification to add two new actions attached to its recommendations: (1) Action PS1.3 ,			
related to police, and (2) Action WO1.5 , related to monitoring housing and shelter.			
The City Council will consider several additional requests for changes to the draft plan identified			
in proposed Resolution No. 2021-0054 at its meeting on July 12, 2021.			
Executive Summary:			
The Spokane Downtown Plan outlines overarching goals and supporting strategies to guide			
-	ontinues to grow and evolve over the next ten years in an		
	area including and surrounding the city of Spokane's Downtown core.		
framework for implementa	ns, identification of priorities, and measures of success, providing a		
Budget Impact:	ition.		
Approved in current year budg	et? 🗖 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?			
	Requires change in current operations/policy?		
Specify changes required:	tos to dovolonment regulations, including parking and building decise		
 Changes and updates to development regulations, including parking and building design, New policy for vacating alleys Downtown (pages 45 and 88), and 			
 New policy for vacating alleys Downtown (pages 45 and 88), and New policy for a continued presence of a fully staffed, centralized Downtown Precinct. 			
Known challenges/barriers:			

ORDINANCE NO. C36080

AN ORDINANCE amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990 requiring, among other things, the development of new comprehensive plans for cities such as Spokane (chapter 36.70A RCW); and

WHEREAS, in compliance with the GMA, the City of Spokane adopted a Comprehensive Plan on May 21, 2001; and

WHEREAS, the GMA generally limits the frequency of amendments of comprehensive plans, but provides an exception for the initial adoption of a subarea plan (RCW 36.70A.130(2)(a)); and

WHEREAS, downtown Spokane has undergone dramatic growth, revitalization, and related planning efforts over the past decade resulting in significantly changed circumstances, community vision, and sustainable economic growth, creating the need for a new subarea plan consistent with public input; and

WHEREAS, the City of Spokane Comprehensive Plan designates downtown as the City's only Regional Center and directs resources towards planning the growth and development of this center; and

WHEREAS, this update to the City's downtown specific plan is intended to stimulate economic activity by providing guidance for future development and design, support an active community through the provision of pedestrian and bicycle facilities, create new housing choices to attract population growth, preserve and enhance historic character, enhance economic, social, and cultural opportunities for the city and region, and work towards sustainable growth for Downtown; and

WHEREAS, the downtown planning area boundary has been expanded to the east to include all portions of the 2020 South University District Subarea Plan under Ordinance C35925 and Resolution 2020-0060; and

WHEREAS, in 2019, the City of Spokane and the Downtown Spokane Partnership ("DSP") agreed to replace "Fast Forward Spokane: Downtown Plan Update" providing a vision and a new set of goals and recommendations for Downtown in a manner consistent with public input; and

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

WHEREAS, as outlined in RCW 36.70A.035 the public participation requirements of the GMA were met through information provided to the community through postings on

the City's website; through the formation of a steering committee comprised of business representatives, residents, downtown employees, community organizations, and others with known interests in the Downtown; through public hearings, open houses, workshops, and presentations to interested stakeholder groups; and through a mailing of brochures to property owners, taxpayers, and occupants of addresses of property located within the expanded Downtown Planning Area; and

WHEREAS, the City encouraged public participation, posted the proposed document, and provided information on the amendments on its website (https://my.spokanecity.org/projects/downtown-plan-update/); and

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

WHEREAS, the City conducted open house meetings in person on October 22, 2019 and February 5, 2020, and by virtual webinar format on March 16, 2021; and

WHEREAS, a State Environmental Policy Act ("SEPA") Checklist was prepared and a Determination of Non-Significance ("DNS") was issued on April 28, 2021, for the proposed amendments; and

WHEREAS, the environmental review and determination for the amendment fulfilled the requirements and intent of the Spokane Environmental Ordinances and the State Environmental Policy Act; and

WHEREAS, on April 13, 2021 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, per RCW 36.70A.106; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notice was published in the Spokesman-Review on Wednesday, April 28, 2021, and May 5, 2021, giving notice of the May 12 Plan Commission public hearing and SEPA Checklist and DNS; and

WHEREAS, on May 12, 2021, the City Plan Commission held a public hearing on the proposed subarea plan, where the Plan Commission heard testimony from the public; and

WHEREAS, consistent with Spokane Municipal Code 17G.020.030, the Plan Commission found that the proposed "Spokane Downtown Plan" meets the decision criteria for Comprehensive Plan Amendments; and

WHEREAS, the Plan Commission deliberated on consistency of the proposal, adoption of the Spokane Downtown Plan, amendment to the Comprehensive Plan by its adoption, and repeal of the 2008 plan, on May 12, 2021; and

WHEREAS, during the deliberations held on May 12, 2021, the Plan Commission voted to modify the proposal to add two new actions proposed by the DSP: one related

to police presence Downtown (described in the hearing as Action PS1.3), and another related to monitoring housing and shelter for low-income residents and residents experiencing homelessness (described in the hearing as Action WO1.5); and

WHEREAS, by a vote of 6 to 0, with one member abstention, the Plan Commission recommended approval with modification to the proposal of the "Spokane Downtown Plan" proposed amendment to the Comprehensive Plan, as amended to include the additions of PS1.3 action and WO1.5 action as presented by the DSP; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations regarding the "Spokane Downtown Plan," and the related files are hereby incorporated into this ordinance; and

WHEREAS, the Plan Commission further recommends that the City Council take simultaneous legislative action to repeal the 2008 plan and that all City policy documents and Spokane Municipal Code citations pointing to the repealed document be construed to reference the 2021 "Spokane Downtown Plan" until such time as policy and codes can be updated with the rewritten document title; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the Spokane subarea plan "Fast Forward Spokane: Downtown Plan Update" adopted by the City Council on December 22, 2008 under Ordinance C34370, is repealed.

Section 2. That the attached "Spokane Downtown Plan" with the amendments adopted under Resolution 2021-0054 is hereby adopted as an element of the City's Comprehensive Plan.

PASSED BY THE CITY COUNCIL ON	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date

Effective Date



SPOKANE CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS REGARDING THE SPOKANE DOWNTOWN PLAN

A recommendation from the City Plan Commission to the City Council to APPROVE an ordinance amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan."

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in 2001 that complies with the requirements of the Washington state Growth Management Act (GMA).
- B. The Growth Management Act provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that, so long as a subarea plan clarifies, supplements, or implements city-wide comprehensive plan policies, and so long as the cumulative impacts of the proposed subarea plan are addressed by appropriate environmental review under chapter 43.21C. RCW, the initial adoption of a subarea plan may occur outside of this annual process.
- C. The City of Spokane Comprehensive Plan has identified downtown Spokane as the Regional Center and directs resources towards planning the growth and development of this center.
- D. In 2019, the City of Spokane and the Downtown Spokane Partnership agreed to replace "Fast Forward Spokane: Downtown Plan Update" providing a vision and a new set of goals and recommendations for Downtown in a manner consistent with public input. The City Council established the Downtown Plan as part of the Plan Commission's 2019-2020 work program on February 25, 2019, under Resolution 2019-0010.
- E. The downtown planning area boundary has been expanded to the east to include all portions of the 2020 South University District Subarea Plan under Ordinance C35925 and Resolution 2020-0060.
- F. City of Spokane Comprehensive Plan, Chapter 3 Land Use, Goal LU 2, Public Realm Enhancement, states: *Encourage the enhancement of the public realm*.

- G. City of Spokane Comprehensive Plan, Chapter 3 Land Use, Goal LU 3, Efficient Land Use, states: 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.
- H. City of Spokane Comprehensive Plan, Chapter 7 Economic Development, Goal ED 3, Strong, Diverse, and Sustainable Economy, states: Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.
- City of Spokane Comprehensive Plan, Chapter 3 Land Use, Policy LU 7.4, Subarea Planning Framework, states: *Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.*
- J. Outreach and public communication beginning in September 2019 included a project web page, three online surveys on issues and priorities for the subarea, a recorded video about the subarea planning process replayed on City Cable 5 and the City's web page, appearances at public events, email updates to interested parties, and a mailing of more than 4,600 brochures 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 the expanded Downtown Planning Area announcing key events and opportunities to provide input on the planning process.
- K. On October 22, 2019, City Planning Department and Downtown Spokane Partnership staff and consultants from the firm Framework of Seattle, Washington, held a Public Workshop following a series of stakeholder focus groups to involve a wide range of participants with distinct interests to share their insights about the subarea and help shape a vision statement and policy framework for development of a more focused proposal.
- The draft *Spokane Downtown Plan*, prepared by Framework, includes a vision, goals, and policies that outline the future of growth and development desired in the Downtown subarea, based on a review of existing adopted policies and regulations relating to development in the subarea and input from stakeholders and the public at large.
- M. From October 2019 to April 2021, staff gave more than 20 presentations on the draft subarea plan and received feedback from interested groups such as property owners, business associations, neighborhood councils, civic groups,

- City departments and agency representatives on a technical work group, and the Spokane Design Review Board.
- N. Staff hosted additional public meetings in February 2020 and March 2021 to receive feedback on a draft vision statement, goals, and policies and draft concepts for development regulation changes in the subarea. The City provided notice of the open house meetings by advertising on its website and via email notice to neighborhood councils and interested parties.
- O. On October 23, 2019; November 13, 2019; December 11, 2019; January 22, 2020; January 27, 2021; March 24, 2021; and April 14, 2021, the Spokane City Plan Commission held workshops to receive updates on the process and study the draft subarea plan.
- P. On January 17, 2021, the Plan Commission established a Downtown Plan subcommittee. Three Plan Commissioners and a Design Review Board member participated in two virtual meetings on February 17, 2021 and March 3, 2021, and issued a report and recommendation to the Plan Commission on March 17, 2021.
- Q. On April 13, 2021, pursuant to RCW 36.70A.106, the City notified the Washington Department of Commerce of its intent to adopt the subarea plan as a Comprehensive Plan amendment. The same day, the City received an acknowledgement letter from the Department of Commerce.
- R. On April 28, 2021, the responsible official issued a State Environmental Policy Act (SEPA) Determination of Non-Significance for the proposed amendments to the Comprehensive Plan. The public comment period for the SEPA determination ended on May 12, 2021.
- S. On May 5, 2021, the City caused notice of the proposed subarea plan and associated Comprehensive Plan amendment application, notice of SEPA determination, and announcement of the Plan Commission's May 12, 2021 hearing to be published in the City's Official Gazette. The Notice and announcement was also published in the Spokesman-Review on April 28, 2021 and May 5, 2021.
- T. On May 12, 2020, the City Plan Commission held a public hearing on the proposed subarea plan and Comprehensive Plan amendment, where the Plan Commission heard testimony.

- U. During the deliberations held on May 12, 2021, the Plan Commission voted to modify the proposal to add two new actions proposed by the Downtown Spokane Partnership: one related to police presence Downtown (described in the hearing as Action PS1.3), and another related to monitoring housing and shelter for low-income residents and residents experiencing homelessness (described in the hearing as Action WO1.5).
- V. 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.
- W. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.
- X. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the proposal.

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 proposed subarea plan, as modified during deliberations, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

- 1. The draft *Spokane Downtown Plan* reflects stakeholder priorities for subareaspecific implementation of land use, transportation, economic development, and social health goals adopted in the Comprehensive Plan.
- 2. The proposed subarea plan amendment to the Comprehensive Plan implements the recommendations of a subarea planning process that clarifies, supplements, or implements city-wide comprehensive plan policies as described in RCW 36.70A.130.
- 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.
- 4. The proposal is consistent with the goals and purposes of the Growth Management Act.

- 5. 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.
- 6. As outlined in above in the Findings of Fact, the proposal is internally consistent within the meaning of SMC 17G.020.030(E).
- 7. 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.
- 8. The proposal has been evaluated by geographic sector and land use type in order to facilitate the assessment of the cumulative impacts.
- 9. 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.
- 10. 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.
- 11. The proposed land use 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.).
- 12. The new subarea plan is designed to provide correction and additional guidance so the community's original visions and values can better be achieved as described in the staff report.
- 13. The proposal includes guidance for future development regulation changes, but acknowledges those changes would occur as part of a future process with further study and analysis before implementation, thereby preserving consistency between the comprehensive plan and supporting development regulations.

RECOMMENDATIONS:

In the matter of Downtown subarea planning, requests by the City of Spokane to adopt an ordinance amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan."

As based upon the above listed findings and conclusions, by a vote of 6 to 0, with one abstention, the Plan Commission takes the following actions:

- (1) Recommends to City Council the **APPROVAL WITH MODIFICATION** to the proposal of the requested amendment to the City's Comprehensive Plan, as amended during deliberations to include the additions of PS1.3 Action and WO1.5 Action as presented by the Downtown Spokane Partnership; and
- (2) 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.

Todd Beyreuther (May 19, 2021 11:48 PDT)

Todd Beyreuther, President Spokane Plan Commission

May 19 , 2021

Council Member Kinnear's Proposed Additions to the Downtown Plan:

Add the following Action under Strategy PS1:

PS1.3 ACTION: Continue the presence of a fully staffed, centralized downtown precinct.

The City should continue to encourage officer visibility and outreach downtown to further the implementation of community-oriented policing. Implementing neighborhood and community-oriented policing is a value established in Chapter 10 of the City of Spokane's Comprehensive Plan. Continuing to maintain an accessible downtown precinct is key to successful implementation of this Comprehensive Plan value.

Add the following Action under Strategy W01:

W01.5 ACTION: Monitor housing and shelter for low-income residents and residents experiencing homelessness.

Encouraging housing for the low-income and homeless throughout the entire city is a value established in Chapter 6 of the City of Spokane's Comprehensive Plan. To implement this value downtown, the City and the DSP should coordinate with public and private agencies and other appropriate entities to evaluate existing needs, facilities, and programs relative to health and human services downtown.



ACKNOWLEDGMENTS

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NADINE WOODWARD

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EXECUTIVE SUMMARY

PREFACE

Spokane's Downtown Plan update is being published at a time that is very different from when we began the process. Through the experience of the COVID-19 public health crisis, economic impacts of business closures, and examining long-standing inequities in society, the City recognizes rebuilding our economy will need to provide inclusive opportunity for everyone to prosper.

The Downtown Plan has a ten-year horizon, and the beginning of that timeframe will focus on economic recovery from the aftermath of the pandemic. The intent of this plan is to set a framework for decision-making with a focus on diversity, equity, and inclusion so that as Spokane regathers its strength, Downtown will come back stronger, more resilient, and more welcoming and nurturing to all.

What downtown plans do best

Downtown plans synthesize many related efforts to find the gaps and synergies between them. Spokane has been working on targeted plans for infrastructure, transportation, public safety, diversity and inclusion, zoning and land use regulations, subarea planning, branding and marketing, and arts and culture. The role of the Downtown Plan is not to redo existing plans or social service policy, but to look for areas of agreement and ways that the multiple targeted efforts can work together in better ways. The Downtown Plan is an opportunity to highlight various efforts the City and its partners are working toward, and to bring people to a level of agreement on priorities and actions.

A Downtown Master Plan for this time and place

Spokane's Downtown Plan strategies will seek out areas of mutual agreement from the strong input received during the process. The recommendations of this Plan are based less on major capital improvements and more toward testing that can further consensus around permanent improvements in the future. The Plan actions are focused on next steps that will have the most impact on bringing activity back into Downtown and a roadmap for future planning.

This Downtown Plan identifies ways to support the people who live, work and play in Downtown, and uses this opportunity to test ideas that may not be new, but may achieve broad enough support to eventually be realized. This Plan can help Downtown stakeholders move past areas of disagreement, building consensus with three overarching principles:

- ☐ Focus on areas of agreement
- ☐ Focus on people and activity
- ☐ Test and evaluate new ideas

Areas of Agreement: Energize Downtown

The idea that Downtown should be energized has agreement from all the input received for the Downtown Plan.

To that end, this Plan looks for ways to support businesses and organizations that activate Downtown, foster arts and cultural activities, and make it as easy as possible for people to create activity in public and private spaces. It encourages proactive public-private partnerships for near-term and long-term projects that benefit Downtown. The Plan recognizes that Downtown has space that can be harnessed as active space and options for using that space should be actively explored and tested to cultivate a sense of community. The City, Downtown Spokane Partnership and their partners should make every effort to highlight Downtown's assets, including historic buildings, private and civic activities, and its unique natural setting along the Spokane River and Falls. Finally, Downtown should draw on its own successful existing models, ranging from events like Hoopfest to new neighborhood parks and public spaces like A Place of Truths Plaza, and improved use of space in the street.

Focus on People

Making Downtown a place where people love to spend time means offering a variety of places that feel safe and comfortable, with things to see and do.

This Plan supports working together as a compassionate community toward short and longterm solutions for homelessness and substance abuse. Physical changes in public space that can help with comfort at all times of day include improvements to lighting, seating and plantings.

Focusing on people means encouraging and supporting entrepreneurs and artists who bring vibrancy to Downtown. It means making sure that people of all abilities can get to and around Downtown by multiple safe and convenient modes. And it means making Downtown an attractive environment for people to live, work, and play Downtown.

Test and Evaluate New Ideas

With the need to reignite activity in Downtown, it is a time to focus less on permanent changes (beyond those already planned) and more on testing actions that support people and activities Downtown.

Where street reconfiguration supports people's comfort, mobility and interest in Downtown, those changes can be tried in simple ways to see how they meet the goals of supporting people and activity. The City can use pilot programs to test new ideas by making them as easy as possible from a regulatory standpoint. The City and community leaders can engage property owners, businesses and organizations to find ways they would like to be involved in public space activation, looking especially for ways that such activity can benefit local businesses, entrepreneurs and artists. The Downtown Plan highly encourages monitoring and evaluation of the public space tests to understand what lessons can be learned. and use that evaluation to pursue permanent installation of successful temporary actions.

EXECUTIVE SUMMARY

Spokane's Downtown Plan is a strategic, actionoriented document that outlines the community's
vision of Downtown for the next ten years.
This plan aims not only to articulate a vision for
Downtown where there is agreement, but also
to define actions to achieve that vision and build
consensus around the challenges Downtown faces.
This Plan is organized in five sections that touch
on the progress the City has made in the past
decade, the planning process including what we
heard from Downtown stakeholders, and more
specific goals and strategies that work toward
that vision.

Introduction and Background

The City has made great strides Downtown with significant public and private investment, but new challenges have presented themselves since 2008, when the City adopted its last Downtown Plan. The 2008 Downtown Plan highlighted where private development or public improvements could catalyze Downtown reinvestment. With redevelopment complete or underway at a majority of those sites, several of which were part of the ongoing redevelopment of Riverfront Park, the time is ripe for an update to the Downtown Plan. After the adoption of the last Downtown Plan, the City made great effort to advance the goals of the plan through new policy, regulation, and public projects. Downtown faces some new and enduring challenges such as homelessness and concerns around public safety, but there is growing vitality and energy.

Planning Process

The City and Downtown Spokane Partnership began the process to update the Downtown Plan in 2018. The resources allocated to the plan update and the scope of work are significantly less than for the 2008 plan. Therefore, some of the bigger ideas that were developed during this effort will require further planning and public process.

The existing conditions report formed the basis of preliminary ideas, and best practices that were presented to the public at the initial public meeting in October 2019. A survey, released before the public meeting offered more opportunity for input on existing conditions, challenges and assets. These broader ideas were refined into a draft framework and specific set of goals, which were presented at a second public meeting in February 2020. A second public survey conducted at roughly the same time collected input on the draft framework and goals. The results of these engagements form the basis of this Plan. The City, Downtown Spokane Partnership and planning consultants held several meetings with a steering committee representing stakeholder groups throughout the process as well as a meeting with the Downtown Spokane Partnership board.

Plan Framework

The plan framework outlines overarching goals to guide Downtown Spokane as it continues to grow and evolve. These five goals represent vital parts of a vibrant Downtown that attracts and serves local visitors:

A connected and walkable Downtown;
 Thriving arts, culture and historic places;
 A great place to live, work, and play;
 Welcoming and engaging public spaces for all; and
 A well-organized Downtown.

PRIORITY ACTIONS

Based on goals and vision in the plan, and the value of projects in the past ten years (outside of Riverfront Park), the following 15 priority actions will be possible within the next ten years Downtown:

- ☐ Transform low traffic streets that are oversized for projected traffic by converting vehicle travel lanes to other uses in target locations such as highquality bike facilities, expanded public spaces, and on-street parking. Develop a transportation plan specific to Downtown that considers multiple modes and addresses facility designs, locations, priorities, and funding. ☐ Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown. ☐ Protect use of alleys for service access and improve certain alleys as pedestrian spaces, where improvements add to connections and active spaces Downtown. Actively pursue redevelopment of surface lots. ☐ Improve pedestrian experience and safety at undercrossings beneath the rail viaduct and I-90 with targeted interventions. ☐ Improve and activate the streetscape and public realm to support cultural venues. ☐ Identify sites Downtown for infill development that can help foster small businesses, local start-ups, and arts and culture uses and organizations.
- Develop a thorough understanding of onsite conditions and update market demand studies around opportunity sites.
 Create an integrated network of small parks and public spaces outside of Riverfront Park.
- Pursue redevelopment of the existing surface parking lots in the DTC-100 Zone along Spokane Falls Boulevard.
- ☐ Implement Transportation Demand Management (TDM) strategies.
- Strategically program and activate public spaces Downtown.
- Develop the organizational capacity and partnerships to actively manage and program public spaces.
- ☐ Connect sponsors with organizations that host events Downtown.





INTRODUCTION BACKGROUND

The Downtown Plan is a strategic and actionoriented plan to achieve the community's vision
for Downtown over the next 10 years. Through
the public process the community identified
challenges and opportunities to address as
priorities during the planning period. Challenges
such as homelessness and concerns around public
safety have increasingly become issues for the
public. But the public recognizes the growing
vitality of downtown, expressing enthusiasm
about making Downtown more connected
and walkable, enhancing arts and culture,
strengthening community partnerships to manage
the Downtown, in order to make Downtown an
even more attractive place to live, work, and play.

Community input showed a perception that Downtown is as strong as it has ever been and much of that success is attributed to the last five years. Several big moves have brought positive changes: the redevelopment of the crown jewel of Riverfront Park, growing residential neighborhoods such as Kendall Yards, and a growing presence of higher education in the University District.

At the same time, the community is also aware of new challenges that have emerged and need to be addressed through focused and collaborative effort. It is this collaborative and community-based approach that must drive the implementation of the plan and stewardship of Downtown by the City and everyone with a stake in the future of Downtown. Spokane is poised to capitalize on the success of Downtown and address challenges over the next 10-years to ensure Downtown Spokane remains a powerful asset for the City and the region.

FIGURE 1: A redeveloped Riverfront Park is at the center of a greener, more active Downtown



HISTORY OF DEVELOPMENT

Sp'q'n'i? and the Spokane River

Before European settlement in the 19th Century, the Spokane Falls were the center of fishing and trade for the Spokane Tribe. Since time immemorial, the Spokane Tribe fished the Spokane Falls in the heart of what is today Downtown. The tribe would fish every year for 120 days from late May through September.

Each day, on average, they would harvest 1,000 fish with an average weight of 30 lbs. Some fish, known as the "June Hogs," weighed an astonishing 110 lbs each. Some of these fish were nearly 6 ft in length.

By the end of the summer, the tribe would have harvested approximately 120,000 fish, weighing in conservatively at 3.6 million pounds. The salmon were not only the tribe's main source of protein but they were also the foundation of the tribe's monetary system.

For thousands of years, people from all around would gather at the Spokane River to fish the falls. All were welcomed and all who helped with the harvest were given a generous bounty. All the fishing from the falls of the Spokane River were overseen by the Salmon Chief. The Salmon Chief ensured that not all the fish were taken and plenty were allowed to continue upstream for spawning, assuring a plentiful harvest for future generations.

Historians believe it became unsafe to drink water directly from the river after 1878 due to impacts from agriculture, mining, other industries, urban development, and receipt of untreated wastewater. Later, construction of hydroelectric dams, located downstream, stopped the salmon from returning to the Spokane River. As a result, to this day, there are no longer salmon in the Spokane River.

The Spokane Tribe are river people, to them the Spokane River is sacred and has been the heart of their sustenance. The tribe has a celebrated and ongoing relationship with the river.

That's why in 2003 the Spokane Tribe set in motion the actions to create the highest water quality standards in the country for the Spokane River. By applying for and receiving "treatment as a state," through the Environmental Protection Agency and the Clean Water Act, the tribe is helping to ensure these standards will continue to guide the future stewardship of this precious resource. The Spokane Indian reservation sits about 35 miles downstream from the city of Spokane; therefore, all water that comes downstream from the city has to be treated in order to meet these strict standards.

The tribe's commitment to a clean river and healthy ecosystem helps to ensure clean water for generations and an unparalleled quality of life that can only be found in the Inland Northwest.

-Jeff Ferguson, Artist & Spokane Tribal Member, 2019

Early Urban Growth

The first permanent settlement of Spokane Falls was founded by James N. Glover in 1873, and incorporated in 1881, the same year the Northern Pacific Railway reached Spokane. Spokane experienced its first boom in the 1880s. With its critical position on the Northern Pacific transcontinental railway, the city quickly established itself as the commercial center of north Idaho mines, and the Inland Empire. After the catastrophic Great Fire of 1889, Spokane was rebuilt with the grand brick and stone buildings its residents still take pride in today.

Spokane's population surged in the first decade of the 20th Century, from 36,848 in 1900 to 104,402 in 1910. A booming natural resource economy drove this growth, attracting thousands of workers employed in temporary, labor-intensive work such as mining, logging, railroad, and farm work across the region. Like other large Northwest cities, seasonal lodging and businesses catering to single men working in these industries became concentrated in Spokane on the northern and eastern fringes of the Downtown Core, near railroad depots, rail yards, and other employment opportunities. By 1910 the East End included 97 saloons, 61 lodging houses, 50 clothing stores, 31 employment agencies, 31 barber shops, and five steam baths. At the heart of this bustling district, Spokane's "Chinatown" developed in a three-block area, with Chinese and Japanese residents and small businesses concentrated along a series of alleys and courtyards between Main Avenue and Front Avenue, later called Trent Avenue and now Spokane Falls Boulevard.

Olmsted Report

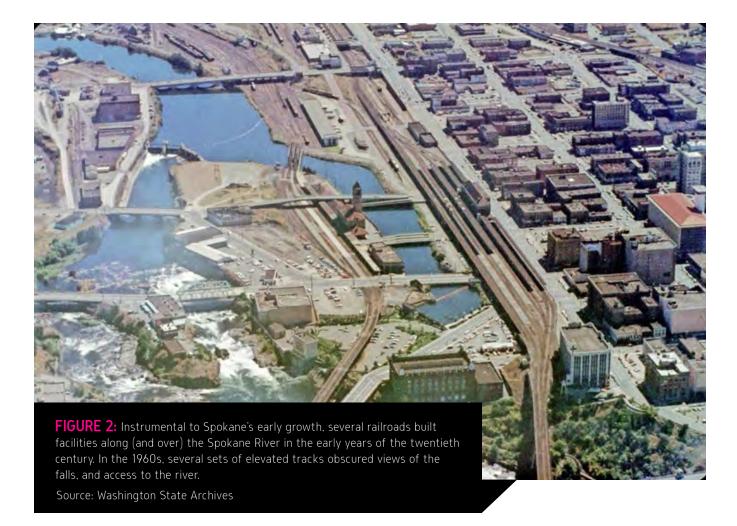
In 1906, the Spokane Parks Board hired the nationally-renowned Olmsted Brothers, who had just finished park system plans for Portland and Seattle. In Spokane, the Parks Board oversaw a ten-fold increase in the city's park land, including the Olmsteds' plans for Liberty Park, Cannon Hill Park, and a redesigned Manito Park. The Olmsteds were disappointed at the failure of the young city to capitalize on one key park site in Spokane, its natural state lost to a corridor of rail lines and industrial development stretching several miles along the river:

"Nothing is so firmly impressed on the mind of the visitor to Spokane, as regards to appearance, as the great gorge into which the river falls near the center of the city."

Postwar Changes

Downtown continued to flourish as a commercial and cultural center for the region through the Great Depression and World War II while growth in the Spokane region slowed considerably. However, local leaders of the 1950s saw troubling signs that Downtown's commercial activity was following new housing development outward to new suburban areas springing up at the city's periphery; downtown's share of retail sales within the trade area fell from 55% in 1948 to 40% in 1960. Meanwhile, areas such as the East End bore the signs of decades of wear and tear, crowded living conditions, and changing economic patterns. Depletion of local resources and mechanization reduced the labor force of industries like logging and mining that had once filled the residential, retail, and entertainment spaces of the East End over winters.





Ebasco Plan

In 1959, a group of downtown business leaders called Spokane Unlimited hired Ebasco Services, Inc., a New York-based consulting firm, to prepare a plan for "major corrective surgery" on the heart of the city. Completed in 1961, the Ebasco Report for Downtown Spokane featured variations on the recommendations found in many of the 700 downtown plans adopted by American cities facing similar circumstances during the 1950s, inspired by elements of shopping malls that had recently begun to open in the suburbs.

Downtown Spokane realized part of this plan by establishing an "inner loop system" of one-way streets defining the core area's perimeter to improve vehicular movement. Some of the plan's other proposals (closing a downtown street to cars, developing a skywalk system, creating a centralized parking garage) were adopted many years later, and not to the extent envisioned by Ebasco. The centerpiece project in the Ebasco Report was a new Civic Center, which would have cleared the East End and created a modernist campus of "superblocks" harboring federal, state, county, and city governmental buildings, using federal urban renewal dollars. However, voters rejected funding for the Civic Center proposal twice, and Downtown leaders went back to the drawing board.

Expo '74 and Riverfront Park

Spokane Unlimited then hired a planner from California named King Cole to revive the effort to implement the Downtown revitalization program. Cole discovered that plans for a park on Havermale Island and both banks of the Spokane River held a special importance for those both inside and outside of Downtown. A dedicated group of planners and civic, business, and political leaders joined Cole in spending the next decade advocating for a transformative project along the Downtown riverfront.

These efforts ultimately led Spokane in 1974 to become the smallest city at the time to host a World's Fair, Expo'74, which was attended by more than 5.1 million visitors. In less than a decade following the failed ballot initiatives in the East End, the tangle of tracks and trestles along the river was transformed into a world's fairgrounds, celebrating humankind's newfound appreciation for the natural environment. The result was an enormous success for the city with a residual 100-acre park and convention center site remaining at the fairgrounds, reclaiming access to Downtown's waterfront marveled by the Olmsted Brothers, and resembling the vision for riverfront parks and cultural uses proposed in the Ebasco Report.

Potential for Growth

Reflecting extensive citizen involvement, the local decision to pivot away from federal urban renewal funds, and toward state and federal sponsorships of the World's Fair, was responsible for Downtown revitalization in the long run. Transformation of Spokane's rail yards continued east of Riverfront Park with the Health Sciences university campus (formerly Riverpoint) beginning in the 1990s, and to the park's west, the Kendall Yards mixed residential, commercial, and office development, beginning in the 2000s. Today, both developments are substantially, but only partly, built out.

While revitalization occurring since the Ebasco Plan allowed some historic structures to be saved, many original buildings fell victim to a variety of factors, including a decline in railroad- based industry, difficulty adapting to safety codes and amenities featured in newer buildings, and speculation fueled by Expo '74. Several surface parking lots remain near Riverfront Park, in the East End, and elsewhere Downtown, on sites that formerly housed thousands of residents in single room occupancy and apartment dwellings, with street-level shops serving Downtown residents and visitors from far away; these sites represent potential for that vibrancy to return.

- The History of Development section contains text adapted from an Eastern Washington University research project by Christopher Green. He is now a planner with the City of Spokane.

FIGURE 3: Along the Spokane River. extensive railroad infrastructure and related activities later evolved into the Convention Center and Riverfront Park. Nearby in the Downtown Core and East End. buildings were removed on nearly every block over time. The parking lots that remain harbor potential for additional development.







ACCOMPLISHMENTS IN THE PAST 10 YEARS

Related Planning Documents

In the course of developing this Downtown Plan, the team gave careful consideration to the City's prior and ongoing planning efforts Downtown. One of the chief purposes of the Downtown Plan is to bring these projects together so that their work is aligned and integrated.

- ☐ Spokane Municipal Code
- 2019 Downtown Parking Study
- ☐ 2010 Downtown Design Guidelines
- 2019 Browne's Addition Historic Guidelines
- □ 2020-2025 Strategic Plan to Prevent and End Homelessness
- ☐ 2014 Riverfront Park Master Plan

- 2014 Washington State University Health Sciences Master Plan Update
- 2015 Division Street Gateway Study
- 2017 Shaping Spokane Comprehensive Plan Periodic Update
- ☐ 2017 Main Avenue Visioning Study
- North Bank Subarea Plan, Ongoing
- □ 2020 South University District Subarea Plan,
- 2016 Market Factors in Urban Growth Area Planning Analysis
- 2016 STA Moving Forward Plan and Central City Line Design and Planning

Public Projects

After the adoption of the 2008 Plan, the City built several public projects in addition to the opportunity sites summarized later in this section. In 2013, the City adopted Architectural Guidelines and kit of parts to improve entrances into Downtown from I-90. To date, three gateway entrance improvements have been completed (Division in 2015, Lincoln in 2017, and Phase 1 of Maple in 2019). Major combined sewer overflow facilities including tanks and other infrastructure were installed between 2016 and 2019. The CSO tanks at 1st Avenue and Adams Street and adjacent to the Downtown library are each capped with public plazas.

In the University District, the WSU Health Sciences campus continued expansion and the City extended Martin Luther King Blvd to the east, connecting in 2018 with Erie Street and Trent Avenue. The City also reconstructed a portion of Sprague Ave east of Division. The completion of the University District Gateway bicycle and pedestrian bridge stimulated development near its south landing, including the 2020 construction of Avista's Catalyst and Hub Buildings, and the Sherman Street pedestrian plaza.

Other notable street projects included new bike lanes for Main and Spokane Falls Blvd, reconstruction of Lincoln and Monroe Streets, and a pilot for lane reconfiguration on Main Ave to support additional parking along high-quality retail blocks. The City joined regional partners in developing the Wayfinding Project in 2016. This project described different levels of wayfinding signs for pedestrians and vehicles. The City continues to work toward implementation of the project with community partners.

Downtown Spokane Partnership recently founded the Downtown Spokane Community Investment Group (DCIG), a Community Development Corporation (CDC) that can partner with the City on public projects. The DCIG can access public bond market funding for projects that will eventually be under public ownership.

Policies, Regulations

In 2010, in response to the 2008 Plan, the city revised Downtown zoning design standards. reorganized zones, and introduced a new requirement within a portion of central Downtown for commercial parking to be located within a parking structure. The City separately and simultaneously adopted Downtown Design Guidelines, character area considerations, and reorganized the design review process and Design Review Board in 2010. These new guidelines drew heavily on the City of Seattle's Downtown Design Guidelines and did not include prior design guidelines for several types of projects, such as skywalks, bridges, and some types of public projects. The City of Spokane is currently working with a consultant to address those omissions.

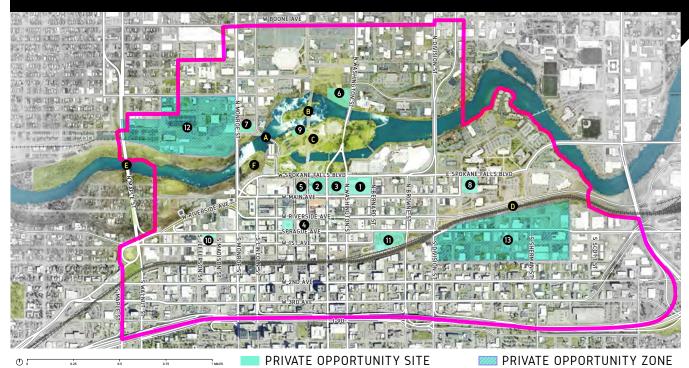
Amendments to historic preservation regulations in 2018 expanded the review of demolitions by the Historic Landmarks Commission.

Opportunity Sites

The 2008 Downtown Plan highlighted thirteen private opportunity sites and six public opportunity sites where development or public improvements could catalyze reinvestment in Downtown. Redevelopment is complete or is underway at seven of the thirteen private opportunity sites, and projects in five out of six of the public opportunity sites have been completed or are underway. The location and status of each of these sites in shown in Figure 3 on the following page.

2008 OPPORTUNITY SITES

Source: City of Spokane, DSP, 2020 Public and private opportunity sites described in the 2008 Downtown Plan



PRIVATE OPPORTUNITY SITES + ZONES

Convention Center Expansion Completed 2014: 91,000 SF expansion, new connected hotel and garage

Major Downtown Site A Awaiting redevelopment, adjacent Bennett Block renovated in 2014

Major Downtown Site B Not redeveloped

4 STA Plaza Completed 2017: redesign with focus on street level activity

Macy's Building Site Completed 2018: 60,00 SF retail and 114 apartments

6 New Mobius Site Redevelopment underway as part of North Bank Playground

Bridge St Site (Summit Pkwy) Incomplete: CSO constructed with nonresidential development potential

8 Pine St Development Site Not redeveloped, in use by University

9 YMCA Site Converted to a conservation area within Riverfront Park

Old Greyhound Station Not redeveloped

 Intermodal Center Not redeveloped

12 Kendall Yards Redevelopment underway, with initial phases complete

B South U District Subarea planning completed 2020

PUBLIC OPPORTUNITY SITES

Post St Bridge Anticipated 2021 completion

B Howard St Bridge South span replaced, middle span restored for pedestrian use

Riverfront Park Anticipated 2021 completion

Gateway Bridge Completed 2018

 Maple St Bridge Ped/Bike Addition Not implemented

Spokane Falls Park Completed 2014: Huntington Park and Tribal Gathering Place

PUBLIC SAFETY

In 2020, the Spokane Police Department reestablished its Downtown Precinct in the core. As it continues to add police officers following passage of a citywide public safety levy in 2019, the Precinct builds on foundational, neighborhood-based operations, an overall decreasing crime trend, and existing partnerships including collaborative outreach between agencies in the immediate vicinity.

The new highly visible Precinct location in the heart of Downtown positions police and partner organizations to enable increased community policing practices appropriate to improve the neighborhood's safety, such as police and ambassador patrols throughout Downtown on foot, bicycle, and other multimodal options, and engaging with and developing trusted relationships among the community to improve actual and perceived safety.

The Spokane Police Department continues these community policing efforts, meets regularly with Downtown Spokane Partnership staff to discuss policing strategies Downtown, and participates on Downtown's Business Improvement District board. These cooperative efforts, combined with many other community resources and the vision and goals in the Plan Framework of this document, contribute to a clean and safe Downtown for all of Spokane's residents and visitors to enjoy.

HUMAN SERVICES

Downtown Spokane serves as a central location for many support services for homeless individuals and families in the city and surrounding area. In recent years, the City of Spokane and Spokane County have led a regional approach to end homelessness, providing services and solutions for those experiencing homelessness. This new approach acknowledges that connecting individuals with services in their own communities leads to better outcomes, and increased stability than sending individuals to other locations they are not familiar with to access services.

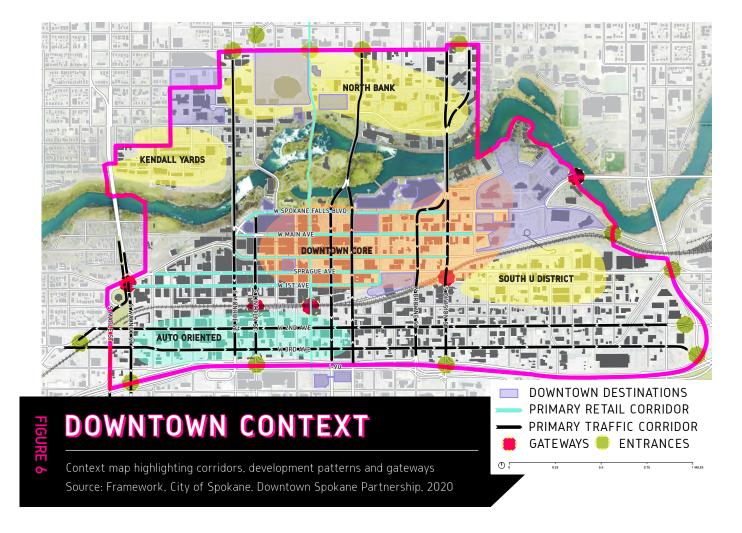
According to the 2019 annual Point-in-Time Count of people experiencing homelessness, required by the U.S. Department of Housing and Urban Development and the State of Washington Homelessness Housing and Assistance Act, there are approximately 1,309 homeless individuals which make up 1,070 homeless households in Spokane County. This was up from 1,245 homeless individuals counted in January 2018. The Point-in-Time Count has been conducted for 12 years. The boundaries of the study expanded to include all of Spokane County in 2018, making it problematic to compare numbers in previous years. The Count can be accessed at the City's website here or obtained at the City of Spokane, 808 W. Spokane Falls Blvd., Spokane, WA.

The City of Spokane is working to address homelessness through a combination of programs aimed at providing sustainable solutions to support people on a path to permanent housing, including programs that assist with substance abuse, mental health and improved job skills and training. The Spokane City and County Continuum of Care Board, a regional decision-making body adopted a 5-Year Strategic Plan to Prevent and End Homelessness for 2020-2025.

The 5-Year Plan outlines a range of strategies to reduce homelessness and extend support to those living unsheltered in Spokane County including emergency shelters, transitional housing, rapid rehousing and permanent supportive housing. Ongoing efforts in the County to centralize resources, address quality of life issues stemming from homelessness, and prevent at-risk families from falling into homelessness were pioneered by the City of Spokane in the past decade. Current efforts include:

- ☐ The Spokane Resource Center, a HUD EnVision Center launched in 2019 to provide wrap-around support to help people achieve economic security.
- Community Court, a Downtown intervention, is designed to address quality-of-life offenses with a therapeutic judicial alternative with support services. Individuals participating in the program have lower rates of recidivism than those who went through the traditional judicial system.
- ☐ Increased use of "By-Name Lists" to evaluate, by priority population, (e.g. veterans, youth, families, etc.), the number of people actively experiencing homeless, the rate at which people become homeless, and the rate at which people experiencing homelessness are housed. This method is currently utilized for veterans, a group for which City efforts have had great success in reducing homelessness, and proposed for youth, which the City has a goal of functional zero homelessness by 2022.

The City's Comprehensive Plan calls for regional sharing of services and housing solutions, while encouraging support and coordination among the partners involved to make that happen. It provides for dispersion of facilities and services across the city (Chapter 6, Section 6.2, Values; and Chapter 10, Policy SH 2.2 Special Needs Temporary Housing). The Comprehensive Plan also emphasizes a need for cooperation between public and private agencies to avoid duplication of services in developing a regionally equitable service delivery system (Chapter 10, Policy SH 5.1 Coordination of Human Services).



EXISTING CONDITIONS + TRENDS

Downtown Spokane's population is fairly small compared to the City's population overall and has not experienced the rapid downtown growth of similar peer cities in the U.S. Downtown has, however, seen some residential growth since the 2008 Plan, with a population increase of 4% between 2010 and 2018. By comparison, Spokane overall grew by nearly 6% and the County by almost 13% during the same period. As of 2018, Downtown Spokane's estimated employee population was 50,498, putting employment density Downtown at 4,675 per square mile. Over 41% of Spokane County residents, or 209,527 people, live within 5 miles of Downtown.

Employment and population growth in the Inland Northwest in recent years has outperformed the U.S. as a whole. In 2018, employment in the Spokane Kootenai Metro Area grew at 2% compared to 1.6% nationally, with the strongest growth in construction, manufacturing, healthcare, leisure and hospitality and professional services. While the office market in Downtown Spokane has been fairly active, vacancy rates for office space in the Central Business District (16.4%) have grown slightly higher than those in suburbs and outlying areas (15.6%). This may point to new opportunities to build upon the recent success in Downtown to enhance business attraction and retention.

Findings

The following are the key findings from the Existing Conditions Report in Appendix A.

- ☐ Downtown has achieved measurable success: Significant public and private investment has helped reinvigorate Downtown.
- ☐ Many streets in Downtown are auto dominated and oversized for vehicle capacity: Opportunities exist to energize streets by expanding space for pedestrians, cyclists, and other forms of micro-mobility.
- Community members desire continued progress on two significant issues facing Downtown: providing services and solutions for those experiencing homelessness, followed by improved public safety. People consistently expressed concern for public safety. Even so, police statistics show that crime decreased Downtown in 2019. Annual point-in-time counts of homeless people suggest increasing numbers for certain populations, but that is likely due to an expanded geographic area for counts starting in 2017.
- ☐ Activity centers are disconnected: While areas of Downtown have successful concentrations of activity, they are disconnected both physically and visually from the core of Downtown. Enhancing connections through street and mobility improvements, wayfinding, and infill development will help connect the City and the many amenities in Downtown.
- ☐ The parking system lacks cohesion and provides a poor user experience: A substantial effort is underway to improve parking Downtown through improved onstreet management, technology, shared parking, and branding and wayfinding to better manage existing parking resources.

- ☐ Riverfront Park improvements can be a catalyst: The \$65 million invested in the redevelopment of Riverfront Park will impact the future of Downtown, providing additional opportunities to catalyze future development efforts. The new energy from investment in Riverfront Park can extend throughout Downtown, with the Park as the heart of Downtown rather than its edge.
- Entries and connections into Downtown should feel safe, welcoming, and distinct: Major streets that are entrances to and exits from Downtown merit improvements as city-defining gateways. Other natural gateways like undercrossings can help offer a better experience and image of Downtown.



PLANNING PROCESS

KEY THEMES

Several common themes emerged from stakeholder and public input gathered throughout the planning and engagement process.

- 1. There is strong support to improve streets, alleys, and public spaces.
- 2. Parking is inconsistent, with too many surface lots, and a lack of well-designed and managed employee parking Downtown.
- 3. Homelessness and public safety are pressing concerns from the public. There are divergent opinions about how to effectively address homelessness through centralized or decentralized services.
- **4.** Greater access to viable alternatives to driving Downtown.
- There is support for preserving vehicle access on major routes into and out of Downtown.

PUBLIC MEETINGS

DSP, City Staff and the consultant team hosted two public workshops over the course of the plan update. The first workshop on the evening of October 22, 2019 focused primarily on existing conditions Downtown, peer cities, and best practices. The second workshop on the evening of February 5, 2020 addressed the draft goals and strategies developed early in the process.







Public Workshop #1

The first public workshop at the Pavilion in Riverfront Park ran for over two hours and drew some fifty-five attendees. Community members were invited to comment on preliminary findings and existing conditions and map opportunities and challenges related to buildings, streets and public spaces, and public safety. The consultant team briefly presented an existing conditions analysis and opened the floor to feedback with live polling and a moderated question-and-answer session.

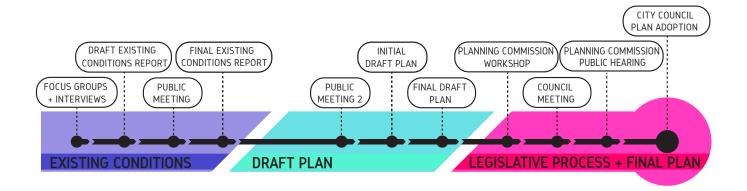
Comments from the public were largely supportive of broad ideas for the future of Downtown listed below.

- Creating a safe and well-maintained network of bike routes
- ☐ Improving the experience of people walking through better maintenance and strengthening walkable connections Downtown
- ☐ Improving and co-locating homeless services
- Creating new smaller-scale public spaces and activating existing public spaces
- ☐ Preserving historic buildings Downtown
- Supporting activities and investment in Riverfront Park
- Improving access to and use of transit and making modes other than driving more viable

Public Workshop #2

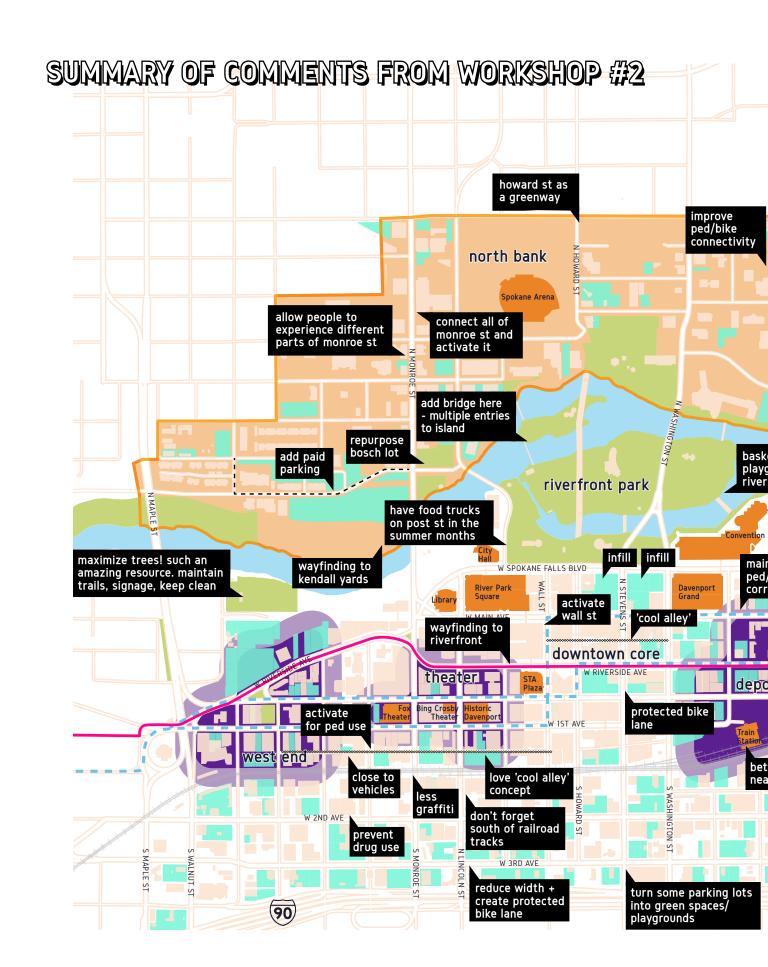
The second public workshop at the Wonder Spokane, located on Post Street on the North Bank, brought out eighty-four participants. The planning team presented the goals and strategies they developed to serve as the framework for the plan update in an open house format. Participants could mark boards to indicate whether they liked or disliked specific strategies and offer detailed comments on specific strategies and locations Downtown. In all, public input was largely positive, and there was clear consensus around the following:

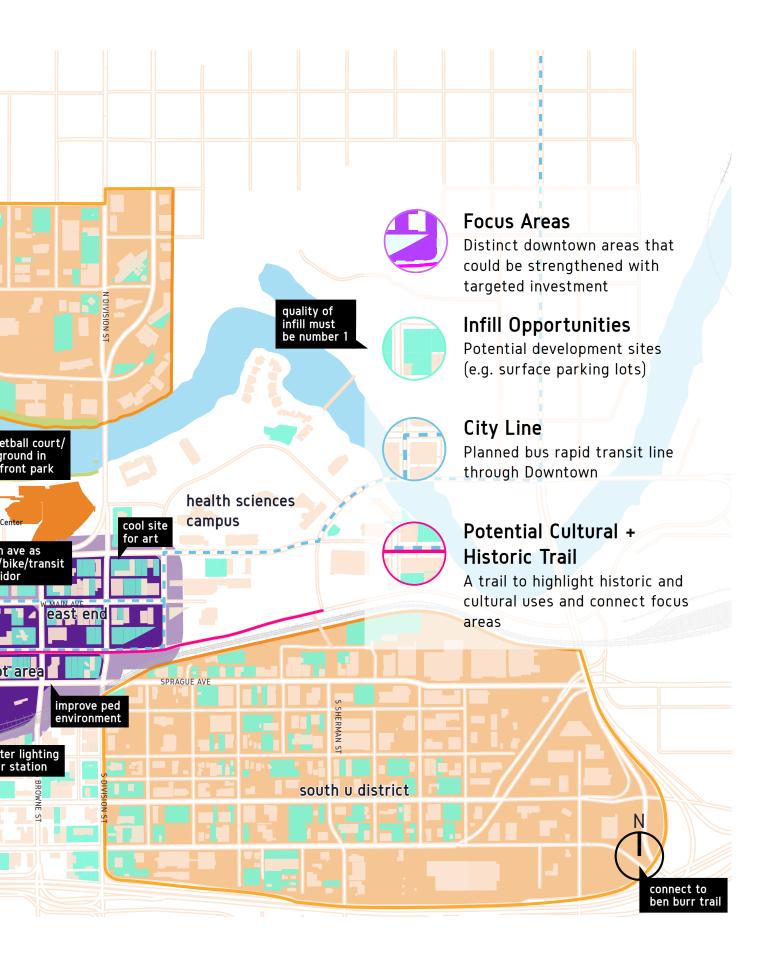
- Improving multi-modal access with new pedestrian and bike friendly connections
- ☐ Encouraging new residential development and enhancing residential amenities downtown
- Potential development of a cultural and historical trail



SUMMARY OF COMMENTS FROM WORKSHOP #1

A network of safe, protected A safe and vibrant bike facilities family destination with new attractions Wayfinding and signage particularly for pedestrian and transit routes Improved homeless services with public hygiene facilities Better regional rail access More green and open space with more convenient with wildlife habitat departure times No surface parking lots Alleys with yearround activation Affordable housing and Fewer cars equitable development downtown Dense, mixed use development Better sidewalks, and a safer, more comfortable pedestrian realm More conveniently located grocery Improved transit service stores Downtown and infrastructure





SURVEYS

Through two separate surveys, the Downtown Plan team engaged stakeholders between public meetings and gathered input on priorities for the plan. The first survey focused on existing conditions, challenges, and assets. Participants were invited to submit peer cities and images for Downtown Spokane. The second survey covered the framework, goals, and strategies that form the basis of this Plan.

Among the 590 responses to the first survey, from October 14 to November 4, 2019, there was broad agreement on Downtown's greatest assets and challenges, for each of which participants could select up to 3 responses. The Spokane River and Falls (83.2%) and Riverfront Park (74%) are widely considered to be Downtown Spokane's greatest assets, while Downtown's greatest challenges according to respondents were homelessness (66.3%) followed by public safety (57.1%). Common peer cities respondents listed were Portland, Boise, Denver and Austin.

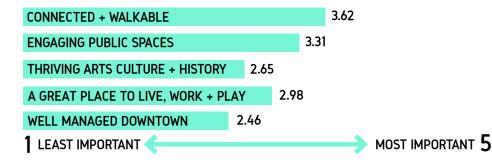
The second survey from January 14 to February 17, 2020, with 647 responses, was accompanied by a rough plan framework and a reference map of Downtown Spokane showing landmarks, major projects, and focus areas to be incorporated into the plan. Participants ranked the five goals in the Plan Framework section of this document from most to least important, with the most important goals being a connected and walkable downtown, followed by welcoming and engaging public spaces. Average rankings for each goal are shown in the graphic below. Responses were generally favorable to the goals identified by the Downtown Plan team, 62% rating them a 4 or 5 out of 5.

GREATEST ASSETS	RATE
Spokane River + Falls	83.2%
Riverfront Park	74%
Walkability	45.3%
Shopping + Dining	38.2%
History	32.6%
Buildings	32.2%
Things to Do	23.3%
Character	18.5%
Easy Transportation Access	11.9%
	_

RESPONSE

DOWNTOWN'S

PRIORITIES FOR THE DOWNTOWN PLAN	RESPONSE RATE
Homelessness	66.3%
Public Safety	57.1%
Streetscapes, Parks + Public Spaces	48.1%
Transportation + Mobility	33.2%
Housing	29.0%
More To Do	27.3%
Quality of Life for Residents	21.2%
Employment	11.9%



FOCUS GROUPS

Two focus groups were held in Downtown on September 23rd and 24th, 2019, with a mix of Downtown stakeholders. The first focus group covered parking, transportation, and public safety. The emphasis of the second group was on economic development, urban design, and the Downtown experience. The stakeholder interviews and focus groups were opportunities for targeted engagement with representatives of specific groups such as Downtown residents, business owners, developers, and community groups. The perceptions expressed in these sessions were not necessarily reflective of the community in its entirety.

Input at each of these events revolved around several key themes, summarized below:

- ☐ The redeveloped Riverfront Park is a tremendous asset that is shifting the center of gravity of Downtown;
- ☐ Spokane is great at planning and hosting successful major events that should be leveraged to bring more people Downtown;
- ☐ Homelessness and public safety are the biggest challenges facing Downtown;
- ☐ Parking is inconsistent, with too many surface lots, and a lack of employee parking Downtown;
- There is a need for more housing, and more diverse housing options Downtown;
- ☐ The pedestrian and retail experience Downtown are fragmented with voids between active uses, and lively areas; and
- ☐ Maintenance and activation are critical to the success of Downtown's parks and public spaces.

STEERING COMMITTEE

The City, DSP and the consultant team held three steering committee meetings between January 8 and February 28, 2020. Members of the steering committee represented various City boards, local agencies, and organizations, including:

Business and property owners
Hospitality Association
Developers/Builders
Spokane City Council
Residents and employees
Plan Commission
Arts Organizations
Downtown Spokane Partnership
Visit Spokane
Avista Utilities
Spokane Public Facilities District
University District
Washington State Department of Transportation

Common themes for improving Downtown
Spokane from the stakeholder meetings included:

- Better connections to and from surrounding neighborhoods and different districts across downtown
- ☐ A broader range of prices and sizes for housing development
- Encouraging street vibrancy and economic development with more uses and activities in public areas at different times of the day
- ☐ Implementation of strategies that will make streets more navigable for visitors and walkable for everyone
- Demand and supply approaches to reduce the prevalence of surface parking lots



PLAN FRAMEWORK



INTRODUCTION

This plan framework outlines a series of overarching goals to guide Downtown Spokane in its continued growth and revitalization. It reflects current conditions, opportunities, and public input received during the project building upon Downtown's successes over the past decade. The framework sets forth strategies to achieve that vision for Downtown, putting community goals first. A detailed discussion of these strategies in the following section integrates them into a set of physical, regulatory and programmatic improvements that will help build a more welcoming, better connected, livelier, and culturally rich Downtown.



VISION

Downtown Spokane is the cultural and economic heart of the Inland Northwest, drawing people from the region, the nation, and around the world. Centered on the Spokane River, the spectacular falls, and the signature Riverfront Park, the urban fabric is walkable and full of interest and distinctive character. Downtown feels safe, comfortable, and welcoming for people of all communities and backgrounds. The history of Spokane shines through in its irreplaceable architecture and the stories of railroads and industry. Downtown Spokane continues to draw new residents and businesses with opportunities for education, recreation and cultural activities. As everyone's neighborhood, Downtown Spokane is a great source of pride and is poised to capture the opportunities of the future.



GOALS

A CONNECTED + WALKABLE DOWNTOWN

- Energize streets and Alleys Downtown as active pedestrian- and bike-friendly connections
- CW2 Capitalize on the City Line and support the transit network with coordinated investments that improve access to transit
- CW3 Reduce impacts from surface parking
- CW4 Implement a wayfinding program for Downtown

THRIVING ARTS, CULTURE + HISTORIC PLACES

- ACH1 Highlight Downtown's history to build awareness of local culture and support the arts
- ACH2 Bring arts and culture into the public realm Downtown and develop an Arts Plan to support arts and cultural uses with a focus on Downtown
- Create space for art-focused and culturally-oriented small business and organizations, targeting those that cannot afford to locate Downtown

A GREAT PLACE TO LIVE, WORK + PLAY

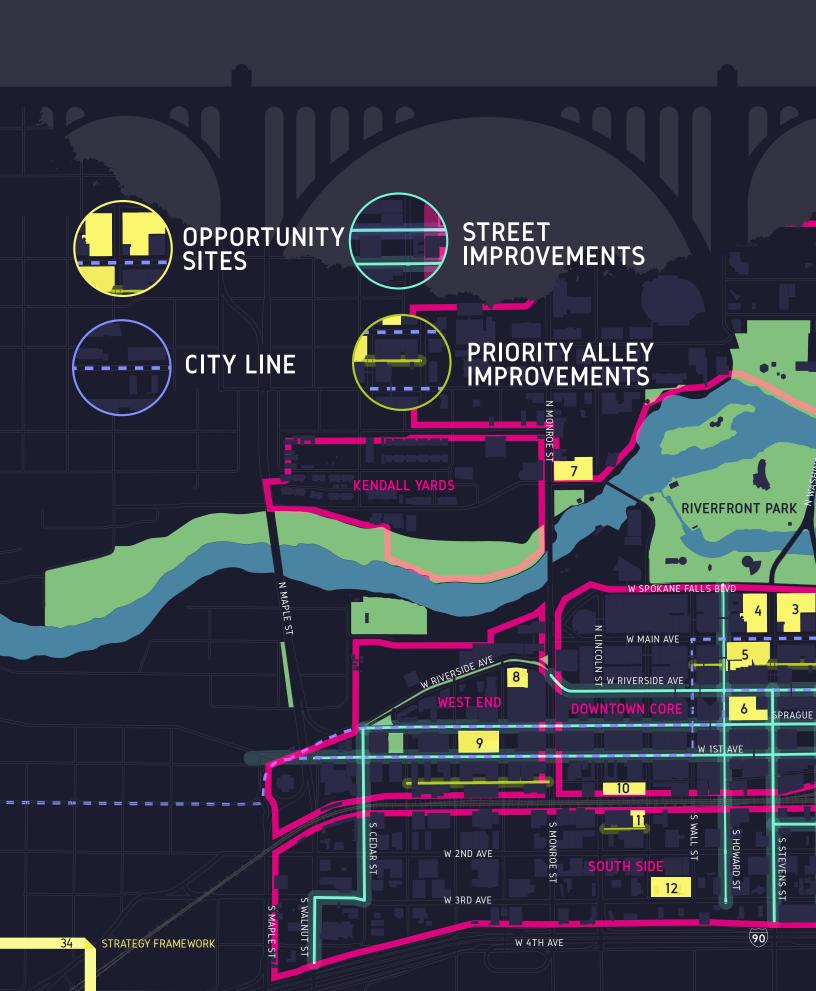
- LWP1 Encourage residential and mixed-use development with a variety in housing types and sizes that are affordable to a range of income levels
- LWP2 Enhance residential amenities like public spaces, services, and cultural uses Downtown
- Apply zoning changes and other tools to sustain and enhance mixed-use development with active street-level uses
- LWP4 Improve transit access, commute options and parking management for Downtown residents and employees
- LWP5 Support environmentally sustainable growth Downtown and responsible stewardship of the Spokane River and Falls

WELCOMING + ENGAGING PUBLIC SPACES FOR ALL

- PS1 Program and activate public spaces Downtown
- PS2 Protect, expand, and improve public space in strategic locations

A WELL-ORGANIZED DOWNTOWN

- WO1 Cultivate leadership, strengthen community partnerships, and expand organizational capacity for Downtown management
- W02 Leverage parking management to improve Downtown and enhance the Paid Parking Zone
- WO2 Develop new promotions and marketing campaign to attract businesses



OPPORTUNITY SITES EAST END PUBLIC SPACE 2 INTERMODAL CENTER 3 MAJOR DOWNTOWN SITE A **NORTH BANK** MAJOR DOWNTOWN SITE B PARKADE + PARKADE PLAZA **ROOKERY BLOCK BOSCH LOT** CHANCERY BUILDING 9 GREYHOUND TERMINAL WSU HEALTH **SCIENCES CAMPUS** 10 STEAM PLANT PARKING LOT 11 STEAM PLANT SUBSTATION 12 NEW POST ST SUBSTATION Notes: The full descriptions of Opportunity Sites are provided on page 100-102. VΕ **SOUTH UNIVERSITY** PACIFIC AVE DISTRICT S DIVISION ST S WASHINGTON ST STRATEGY FRAMEWORK





The vision for the future of Downtown Spokane was formed around five goals that came out of input from focus groups, public meetings, and survey results. Each of these goals represents a vital piece of an aspirational Downtown, attracting and serving local communities and visitors. The Plan includes broad goals with specific strategies and actions for each goal, bringing together and building on the City's planning, policy, and design projects to move Downtown Spokane toward an ambitious vision.

GOAL: CONNECTED AND WALKABLE

A well connected and walkable fabric recognizes that the right-of-way is actually public space, and the allocation between modes of travel, parking and places for people and commerce can be adjusted to best serve the city's needs. Downtown's streets and public spaces contribute to the image of an attractive downtown and provide the setting for public life and community activities. Spokane's historic development pattern provide an opportunity for a rich pedestrian environment, but street improvements should be modified so they could better support movement, commerce, and activity throughout the day, into the evening, and throughout the year, while still balancing the needs of all street users.

The intent of strategies in this section is to:

- ☐ Prioritize space for people in the design of streets while accommodating vehicle access.
- Improve connections that link Downtown and surrounding neighborhoods.
- ☐ Support more active streets with integrated public spaces, public art and wayfinding along with more active retail, dining and cultural uses.
- Increase access to transit for people of all economic status in adjacent neighborhoods and throughout Spokane.

Streets comprise more than 80% of public spaces in cities, but they often fail to provide their surrounding communities with a space where people can safely walk, bicycle, drive, take transit, and socialize.

National Association of City Transportation
 Officials (NACTO) Urban Street Design Guide, 2013

CW1 STRATEGY: Energize streets and alleys Downtown as active pedestrian- and bike-friendly connections

Several streets in Downtown are designed to carry much more motor vehicle traffic compared to current or projected lower volumes, remaining under-utilized as public space (see Figure 7, Traffic Volumes). Maintaining convenient vehicle access Downtown, creating a friendlier environment for people walking and biking are both key to energizing Downtown streets. There are opportunities to create or improve bicycle, scooter, and pedestrian infrastructure, and potentially on-street parking where there is more vehicle capacity than is needed now or anticipated in the future. These specific, following Actions include initial low-barrier changes to test how the improvements function and to inform potential long-term capital projects, and priority investments in the City's multimodal network that link Downtown and surrounding neighborhoods.



Prismatic interactive sculptures help activate the street in Downtown Fayetteville, NC



Parklets and bike improvements on Toronto, ON Danforth Avenue create spaces for people to walk, bike and enjoy safely

Throughout the process, people have expressed the desire for better wayfinding. One of the ways to help people navigate is to have more distinct characters to each street and more wayfinding strategies are further discussed in section CW4. In Downtown Spokane, it is easy to tell when you are on Spokane Falls Boulevard because of the adjacency of the park. By clarifying and boosting the particular positive characteristics of the other streets, each street benefits and people are more aware of their location. A high-level description of key streets is on the following page and several of these streets will become part of the new City Line Bus Rapid Transit (BRT) line.

SPOKANE FALLS BOULEVARD is distinct as the edge of Riverfront Park. The south side of Spokane Falls Boulevard can benefit from adjacency to the park and provide compatible uses, such as restaurants and cafes. It is also important for through traffic, with the highest volumes of the east- west retail corridors.

MAIN AVENUE, between Lincoln and Howard and immediately west of Division, has the strongest retail character. Main also has areas with excellent pedestrian-scale streetscape that can serve as a model.

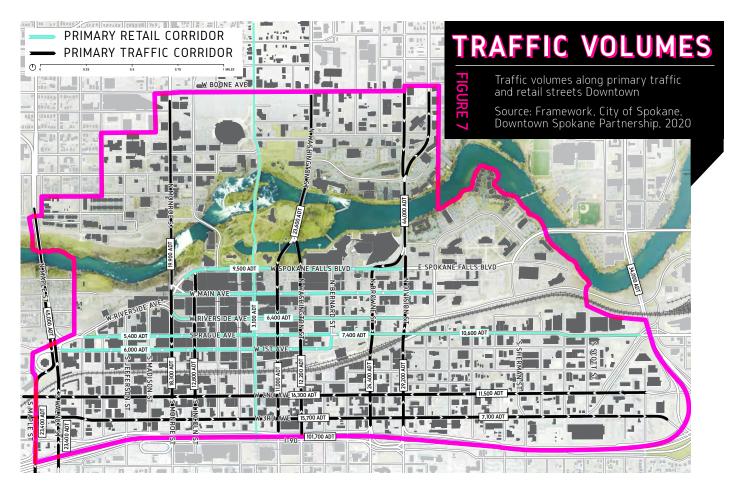
RIVERSIDE AVENUE / MLK JR WAY has the only two-way configuration of the east-west streets, and it has good connectivity to the east and the west. It is central to the five major east-west retail corridors of Downtown. All of these characteristics make it ideal for multi-modal and transit use.

SPRAGUE AVENUE has lower traffic volumes along with a high concentration of historic buildings and cultural uses, including the Davenport, the Knitting Factory and the Fox. Sprague has the potential to highlight some of Downtown Spokane's unique architecture and cultural venues.

FIRST AVENUE is farther from the river and one block from the elevated rail tracks, retaining some of the working feel of old Spokane. Along with Railroad Alley, it benefits from a mix of uses and a less refined aesthetic.

HOWARD STREET has been identified in previous plans and used as a key pedestrian street because of its connection through Riverfront Park. This plan also recognizes Howard as an important pedestrian and bicycle route and retail street through the Downtown Core.

STEVENS STREET is a one-way connector southbound from the North Bank through Downtown to neighborhoods to the south. There is an opportunity to add on-street parking and bike facilities in the Downtown core.





W Main Ave looking east near N Wall St



W Riverside Ave looking west near N Stevens Street



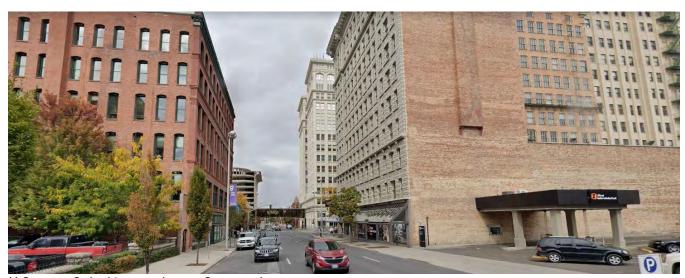
Sprague Ave and N Lincoln St looking west



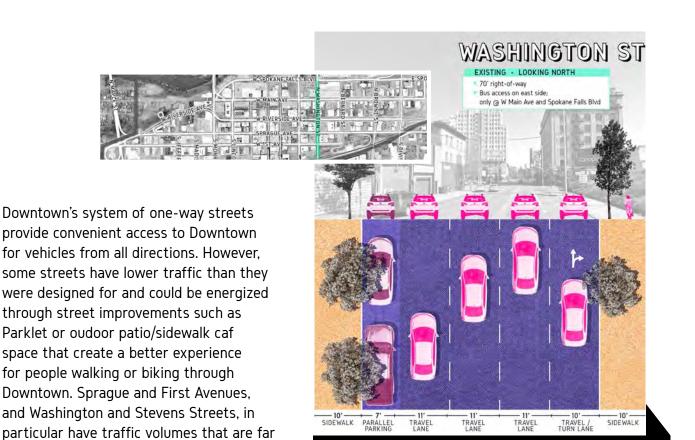
W 1st Ave looking west near N Stevens St



N Howard St at Sprague Ave looking north



N Stevens St looking north near Sprague Ave



Existing cross-section of Washington St

Sprague Ave existing cross-section between Wall St

and Bernard St and between Post St and Riverside Ave

FIGURE

FIGURE 9



lower than their design capacity.

CW1.1 ACTION: Transform low traffic streets that are oversized for projected traffic by converting vehicle travel lanes to other uses in target locations such as high-quality bike facilities, expanded public spaces, and on-street parking.

Space for an active public realm can be created by converting individual lanes of general-purpose travel to bike/ scooter lanes and offer locations or expanded pedestrian spaces where they are in excess of projected traffic needs. Pedestrian space can be prioritized near active and cultural uses with landscaping, outdoor seating and dining, and space for passive recreation and an opportunity to integrate public and civic art along major corridors.

Both 1st and Sprague Avenues carry low traffic volumes but are designed for vehicle capacity well in excess of existing or projected traffic, and each have a concentration of active uses at ground level. These streets in particular are great opportunities to create distinct corridors Downtown with an energized public realm. The City Line, a new six-mile, corridor-based bus rapid transit route, will be an important part of the future streetscape in Downtown and there will be opportunities for enlivening the street in coordination with the transit. Any future street reconfiguration will need to address hotel and entertainment needs for loading and operations, as well as the City Line operations in the left-hand lane west of Post St, since stations are not designed to accommodate bicycle movement. Paired one-way bicycle facilities on both streets or a two-way facility on one of these two streets would help complete the bicycle network Downtown, consistent with the City's Bicycle Master Plan (BMP). To bridge barriers like I-90 and the Spokane River, and reduce stress on bicyclists and pedestrians, north-south connections with bicycle facilities should be prioritized to connect Downtown with surrounding neighborhoods. Washington and Stevens Streets are a key opportunity to complete Spokane's Downtown bike network, connecting both sides of the rail tracks on the east side of Downtown. North-south bike facilities under the rail viaduct on Washington and Stevens could connect with a potential greenway along Pacific Ave with the improvements slated for Riverside Ave, and eventually extend a low-stress bike facility into the South Hill. This facility can use space from one of the four travel lanes on each street with minimal impact on traffic and parking Downtown.

Most conflicts between cyclists and motorists happen at intersections, and intersection treatments are as important as the facilities themselves along these corridors. Bicycle crossing markings should be considered as a treatment at all intersections along protected facilities, with bike boxes at signalized intersections and two-stage bike turn boxes for left-hand turns onto connecting bike facilities. NACTO provides a more complete guide of safe intersection treatments for bicycle facilities along different roadway configurations in the Urban Bikeway Design Guide available here. The bicycle projects should follow current best practice design guidelines as defined by NACTO and the Federal Highway Administration.



A protected bike lane on Adelaide St in Toronto using planters as separation for a protected bike lane



A protected bike lane with integrated public art and plantings in Des Moines, IA

This street design concept integrates bicycle facilities in the existing curb-to-curb space on Sprague and 1st Avenues between Maple St and Bernard St and on Washington and Stevens Streets between I-90 and Riverside. The cross-section on the right shows a near term option for separate bike lane on all four roadways, and could be adapted for an additional travel lane along Washington and Stevens Streets instead of on-street parking along both sides of the street, pending additional traffic analysis.

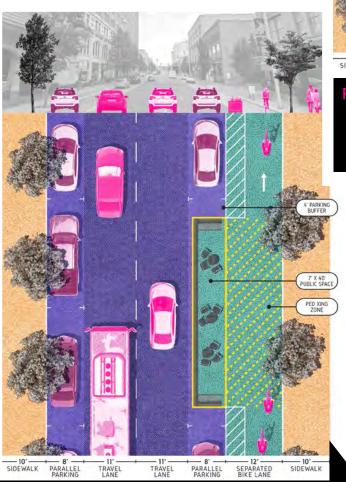


FIGURE 11

Cross-section of the long-term vision for Sprague and 1st Avenues prioritizing active transportation and public space. The location of protected bike lane will be impacted by the transit stops.

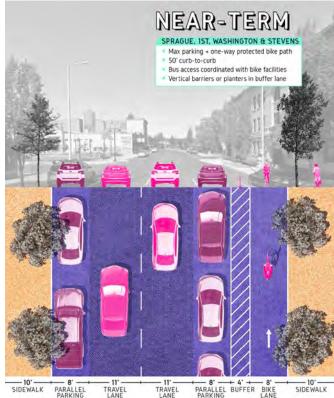


FIGURE 10

Cross-section of potential near term corridor improvements for Sprague Ave (West of Lincoln). 1st Avenue, and Washington and Stevens Streets. The location of protected bike lane will be impacted by the transit stops.

This design concept shows a longer term vision for Sprague and 1st Avenues and shows how public spaces could be integrated with various facilities at specific points along the street, such as landscaping, bike parking, angled parking and a transit stop. These improvements could connect Spokane's concentration of theater venues and arts uses. These improvements can be accommodated with the same space as one of the existing travel lanes on Sprague and 1st, with small public spaces within the parking lane. Transit stations would need to be integrated with bike facilities running along the north side of Sprague, with specific design solutions for bus operations between Post St and Howard St.

CW1.2 ACTION: Develop a transportation plan specific to Downtown that considers multiple modes and addresses facility designs, locations, priorities, and funding.

The City's Bicycle Master Plan identifies planned bike facilities on most streets in Downtown but does not include specifics on the types of facilities planned on certain streets. The City Line will enhance Downtown accessibility and the transportation plan for Downtown developed under this Action can help integrate all modes, including walking and cycling, with transit. The City and community would benefit from a clearer set of priorities for improvements for bikes and other transportation modes Downtown with an emphasis on high-quality and safe facilities in strategic locations to create a balanced and holistic network. Streets that have excess vehicle capacity but are not a priority for bike improvements could incorporate other features within the City's Downtown Streetscape Improvement Plan to energize the street such as parklets and streateries, public art, landscape elements, lighting and electrical service, and other active uses. In the Downtown core, much of the lighting is about 50 years old and electrical service infrastructure is antiquated and may need replacement as part of the improvements.

CW1.3 ACTION: Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown.

The City can streamline process and design requirements for uses near and within sidewalks and pilot other improvements, such as seasonal bicycle and scooter corrals in focus areas such as Sprague Avenue or Howard Street. Further, the City should consider expanding the Parklet program with design guidance and standards for Parklets, Streateries, and bike and scooter corrals in angled on-street parking spaces and spaces in surface parking lots.



This parklet in Logan Square in Boston, MA functions as a linear park space



The Andersonville parklet in Chicago, IL acts as an extension of the sidewalk and a buffer from traffic

CW1.4 ACTION: Protect use of alleys for service access and improve certain alleys as pedestrian spaces, where improvements add to connections and active spaces Downtown.

Downtown has a well-connected network of alleys that are not being used as spaces for people. Alleys provide an opportunity for greater connectivity and creative design interventions to draw people in and create a memorable experience. Alleys also provide dedicated access away from busier streets for garbage collection, delivery and service access and access to parking garages and surface lots.

The City would benefit from developing policy language that protects continued public ownership of desired alleys and rights-of-way. Existing code provisions listing alleys under the Downtown Complete Street Designations, together with vacation criteria, should be reviewed and included in that policy. Where alleys are being activated, redesigned, or used as shared streets, the City and neighbors should invite cooperation of property owners adjacent to the alley. At such activated alleys and other mid-block pedestrian connections, the City should consider implementing painted mid- block crossings to connect these pedestrian links. Placemaking furniture, landscaping, and lighting must consider and adequately accommodate other alley uses.

Three alleys present the best opportunities for pedestrian improvements and activation as part of an active shared alley concept and can be used as a model for future Downtown alley improvements.

- Railroad Alley, particularly in the West End (Monroe St to Adams St);
- Downtown alley between Main Ave and Riverside Ave, coordinating public alley improvements to the east and west of Parkade Plaza from Howard to Stevens Streets;
- Steam Plant Alley between the railroad and W 2nd Ave, just south of the Downtown Core, from Post St to Lincoln St.

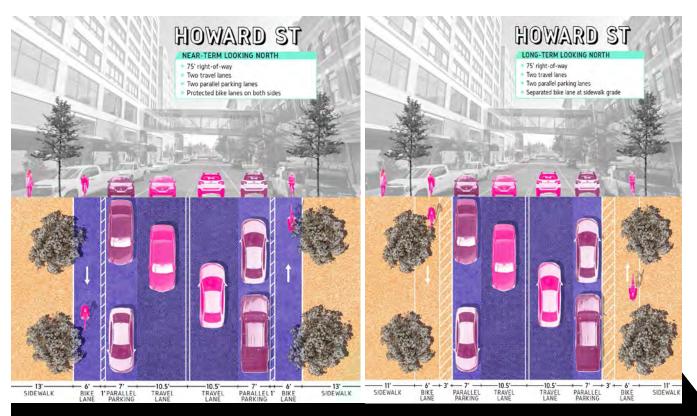


FIGURE 12

Visualization of potential low-cost improvements to the alley between W Main Ave and W Riverside Ave to make the space more clearly shared between services and business access and pedestrians.

CW1.5 ACTION: Implement streetscape improvements in this Plan on the Howard Street Corridor, with elements of public art and wayfinding, in coordination with infill development.

The Howard Street corridor is featured prominently in the 2008 plan and provides a connection to and is partially aligned with the City Line. Howard Street is an important link between Downtown and the North Bank through Riverfront Park, where the Howard Street Promenade was improved as part of the park renovation. However, the portions of Howard Street in the core of Downtown south to Lewis & Clark High School, and on the North Bank near the Arena, have not fulfilled their potential as an active street with space for people. Future improvements of the Howard Street corridor should convert the existing bike lanes to protected bike lanes, which would cause removal of some on-street parking, but could increase area for bicyclists and pedestrians. Additional streetscape elements such as public art, wayfinding, lighting, furniture, landscaping, and space for Parklets and mobile food vendors would further improve the experience on the street.



Howard St existing cross-section and concept for potential bike improvements in the future with grade separated bike facilities.

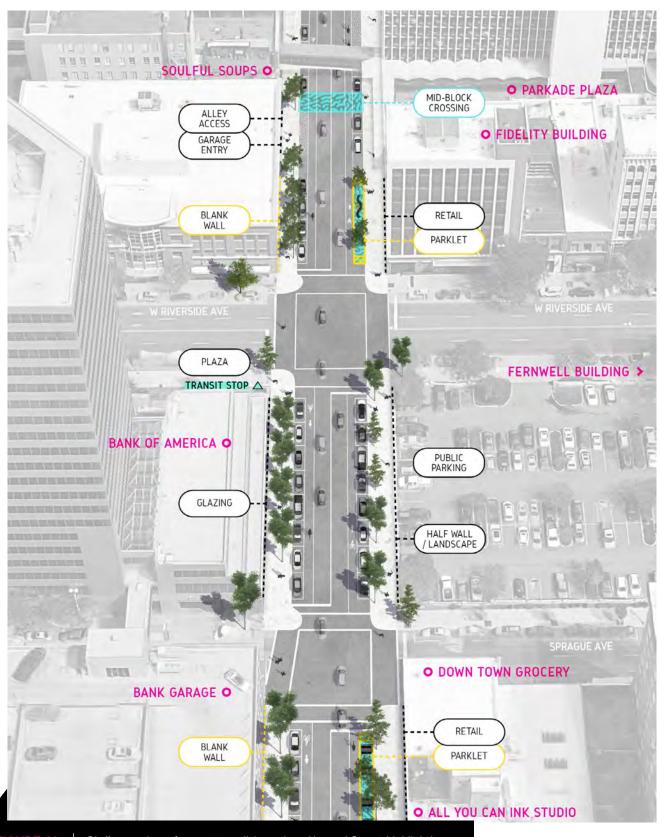


FIGURE 14

Bird's-eye view of current conditions along Howard Street highlighting opportunities to create a more active street through design interventions along blank facades and parking structures.

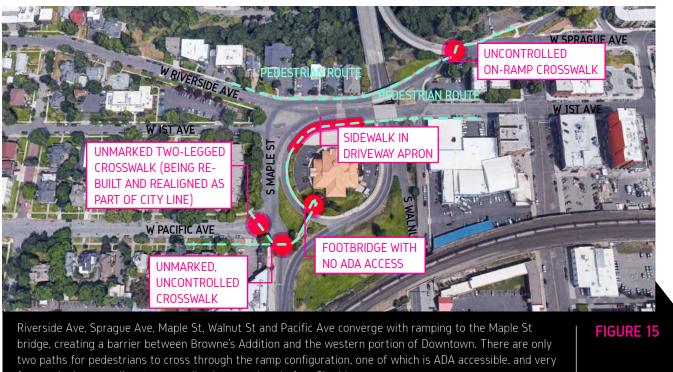
CW1.6 ACTION: Build a more complete tree canopy along Downtown corridors and continue work to bury utilities.

Landscaping and street trees in particular are an important aspect of a pleasant and welcoming pedestrian environment. The City and utility providers should work to bury power and other utility lines in locations which do not impact or prohibit street tree plantings throughout Downtown Spokane to maximize tree canopy, allowing for street trees Class II or III from the City s approved street tree list. New plantings should be irrigated and require limited maintenance as they are maintained by adjacent property owners.

ACTION: Study ramping and access to the Maple Street Bridge and surrounding intersections CW1.7 for potential reconfiguration and design that reconnects Browne's Addition to Downtown, creates a safe environment for people walking and biking, and continues the planned cultural

trail on First Ave west.

The West End near Maple Street has a complicated network of streets that feels confusing and unsafe for pedestrians, bicyclists and scooter riders. In the near term, add bike lanes on designated routes, and study the improvements and effect of City Line operation. Bike facilities should have clear and distinct markings for a more intuitive connection. The intersections in this area also act as a barrier to connections with Browne's Addition to the west. Following the City Line improvements to nearby intersections, the City should study and develop plans to reconfigure intersections to further improve safety and connectivity. Improved pedestrian and bike connections over the Maple Street Bridge were a priority in the past plan and remains an important part of creating a more complete and comfortable bicycle and pedestrian network Downtown. The City should continue to pursue long-term improvements to the bridge to help connect Browne's Addition and the western portion of Downtown to the neighborhoods on the north side of the river.



few marked crosswalks at surrounding intersections before City Line

CW1.8 ACTION: Reconfigure one-way streets with low traffic volume that do not tie into a Downtown freeway interchange to two-way streets as part of long-term changes to the transportation network Downtown and avoid further conversions to one-way street couplets.

The City and STA have been and are continuing to improve in Downtown's east-west streets as part of the City Line, and new bike facilities. Future infrastructure projects should not preclude the possibility of reconfiguring those streets in the future. This conversion is suggested because two-way streets tend to reduce travel speeds, increase visibility of retail uses, and make pedestrians more comfortable and more likely to shop and enjoy Downtown. Any further conversion of existing two-way streets Downtown to one-way operation should be avoided, as there are already limited two-way connections Downtown.

CW1.9 ACTION: Integrate bike parking into Downtown streets and parking facilities.

Bike parking, particularly secure and covered bike parking, can be difficult to find Downtown. Bicycle parking should be part of new street improvements, particularly near civic uses, cultural venues, workplaces and active street-level uses. The City and DSP should work to integrate bike parking and storage into existing surface and structured parking facilities Downtown. The City should develop and adopt bike parking and storage requirements in all new surface and structured parking facilities Downtown, in addition to design standards and an approval process for on-street bike/scooter parking or corrals.

CW1.10 ACTION: Improve the street lighting system Downtown, filling gaps and replacing aging fixtures with pedestrian-scale and roadway lighting that create a safer nighttime environment Downtown.

Downtown's aging system of streetlights has a variety of fixtures that create inconsistent lighting conditions with gaps, particularly in areas that are less pedestrian-oriented. The City should work to incrementally replace the aging "frog-eye" luminaires and poles from the 1970s, owned by the City, with fixtures that are more appropriate for an urban context and offer more uniform light levels along both the roadway and sidewalk. These and other elements should be pursued with a targeted capital improvement campaign that more aggressively implements the existing Downtown Lighting Plan. Pedestrian scale lighting is an important part of creating a nighttime environment that feels safe and has been integrated into new public spaces and streets but does not have a uniform application Downtown.

CW1.11 ACTION: Enhance the skywalk system's connections to the street and concentrate skywalks in the Downtown Core, limiting expansion, particularly along important view corridors.

Downtown Spokane's extensive skywalk system is a distinctive feature that connects workplaces and parking structures, but can detract from an active Downtown streetscape, where they are not clearly oriented toward the street. Enhancing skywalks that serve as links between buildings Downtown and improving connections to the street level can improve the system's functionality for shoppers and other users. Ensuring clear and easy access from skywalks to the street level can also help bring activity onto Downtown streets that would otherwise be confined to building interiors served by skywalks. Any new skywalks should be carefully considered in terms of access to the street and connections to the existing network, with expansions limited to those that provide direct, legible, and accessible connections to the street. The City should consider evaluating existing skywalks and work with property owners to improve access to street level.

CW1.12 ACTION: Update development standards for Downtown Complete Street Designations to support and sustain active street edges.

The City has a Complete Streets Program that provides engineering criteria to accommodate the needs of all users of the public right-of-way. A separate set of Downtown Complete Street Designations included typologies that are primarily used for regulating development along the street edge. The Downtown Complete Street classification system should be retitled to avoid confusion with the engineering criteria. The current Downtown street typologies do not require active ground floor uses and the City should expand the Downtown Complete Street standards to require, or provide further incentives to encourage, active ground floor uses and stipulate a minimum first floor story height on specific streets.



CW2 STRATEGY: Capitalize on the City Line and support the transit network with coordinated investments that improve access to transit

The City Line is a planned high-performance transit line to and through Downtown. Its introduction will enhance passenger experience in the broader transit system and can reduce short vehicle trips in the Downtown during the workday. Related improvements such as bike facilities will enhance the experience for transit users, providing first- and last-mile connections to the transit system. Improving transit access in areas surrounding City Line stations and the experience Downtown for transit riders, pedestrians, and bicyclists can better serve new and existing transit riders, provide better options to residents, visitors, and employees, while helping encourage new investment.



Visualization of the new City Line station at STA Plaza from W Sprague Ave



Visualization of the new City Line station at the Fox Theater on Sprague Ave



Visualization of the new City Line station on W Main Ave in the East End



Visualization of the new City Line station at W Main Ave and N Bernard St

CW2.1 ACTION: Integrate City Line transit stations and the STA Plaza into plans for street improvements and other active transportation investments Downtown.

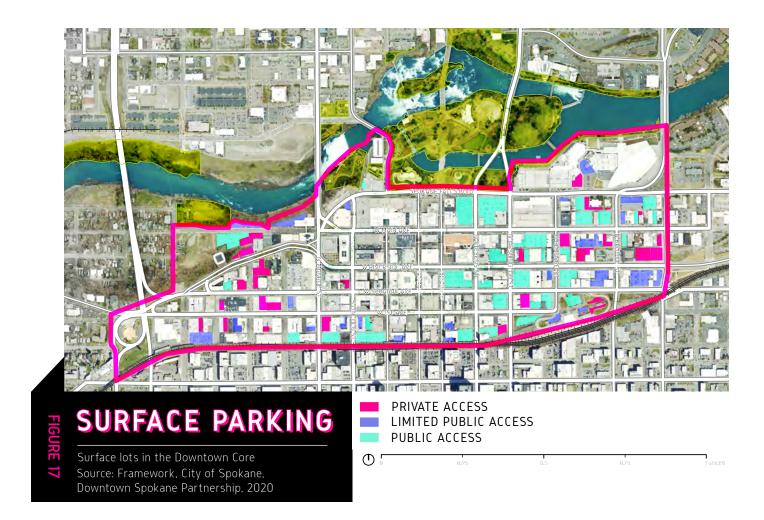
The City Line will bring several new stations to Downtown. Transit-related improvements are proposed for streets where the City Line will run, and these amenities should be integrated into the streetscape. For example, the concepts for improvements on Sprague Avenue should be integrated with the design for City Line stations such as bicycle station crossings. Several stations will have left side boarding on one-way streets which will affect streetscape design.

CW2.2 ACTION: Improve bike connections Downtown with improved facilities connecting to the City Line together with new pedestrian amenities.

First Avenue and Sprague Avenue function as an east/west couplet in the core of Downtown but both streets carry much lower traffic than their vehicle capacity. A lane of travel on each street could be converted to bike and/or scooter facilities, or parklets and other pedestrian amenities to better connect Downtown while preserving enough vehicle capacity to meet current and future needs (Figure 11). The City has plans to add protected bicycle lanes on both sides of Riverside Avenue with related pedestrian and crossing improvements such as bulb-outs which will be important for providing better access to the City Line stations and other transit stops.

CW3 STRATEGY: Reduce Impacts from Surface Parking

The predominance of surface parking lots detracts from the experience of walking in Downtown. Redevelopment of these sites would strengthen the downtown fabric and bring new activities and jobs. Reducing surface parking and consolidating parking in garages would improve walkability in the city and at the same time improve parking options for businesses, employees, and visitors.



CW3.1 ACTION: Develop a program to use the edges of surface parking lots for active uses, programming, and events such as food trucks, vendors, and farmers markets.

Edges of surface parking lots dominate the frontages along many streets in Downtown and detract from the experience for people walking. Ideally surface parking lots would be redeveloped with active uses along the street but as a temporary solution uses such as food trucks, food standards, farmer's markets, arts markets, and other similar uses could occupy the first row of parking on the street edge to add activity to the street in the warmer months.



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

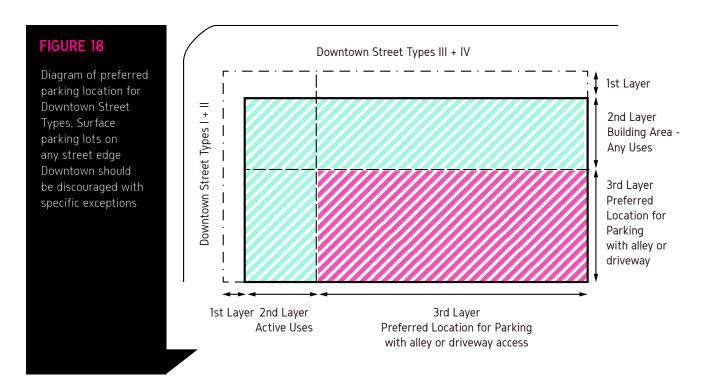
CW3.2 ACTION: Prohibit new surface parking lots in the Downtown Core, East End and West End.

The City should consider prohibiting new surface parking lots in the core of Downtown, East End, and West End, as shown on pages 34-35. New standalone surface commercial parking lots, as a primary use, are currently prohibited in this area, but surface parking lots accessory to new development are permitted.

South Downtown is currently planned for auto-oriented and highway-oriented development through existing plans, policies, zoning, and development standards. Restrictions on surface parking in South Downtown would conflict with existing plans, policies and regulations, but it is unlikely that South Downtown would become a sending area for new surface parking lots to meet the parking demand for the Downtown core. Downtown appears to have sufficient parking resources in the near term based on the results of the Downtown Parking Study. However, to reduce surface parking and support redevelopment efforts new structured parking may be necessary to accommodate new development and replace lost surface parking. There will likely remain better parking and transportation options in the Downtown core than parking in South Downtown and walking into the core.

CW3.3 ACTION: Discourage surface parking lots along the frontage of Type III and Type IV Complete Streets between the building and street throughout the Downtown.

Currently, surface parking must not be located between the building and the street edge on Type I and II Complete Streets, with certain exceptions for slope. The City should consider measures to discourage surface parking along the street in Type III and IV Complete Streets to minimize its impacts to the pedestrian environment along the street. An exemption along specific streets or for specific uses such as auto dealerships may be provided.



CW3.4 ACTION: Actively pursue redevelopment of surface lots.

Most of the surface parking in Downtown is privately owned and managed and not in the control of the City or other public agency. The City and DSP should prioritize an effort to actively pursue commercial and residential mixed-use development on surface parking lots through policy strategies and public/ private partnerships. Policy strategies may include fees for surface parking through the Business Improvement District, changes to property tax structures, tax incentives for office uses that may incentivize redevelopment, and property tax deferrals on new improvements.

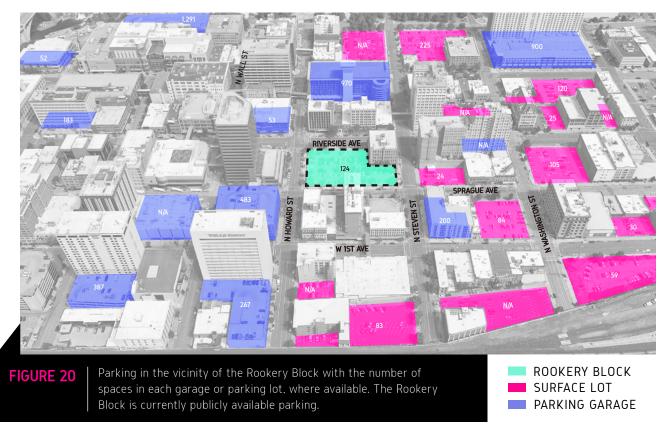
Public/private partnerships for redevelopment, through partnership with a community investment organization, should also be pursued with a focus on redevelopment of surface parking lots.

Redevelopment plans may include public uses such as civic and arts and cultural uses along with public parking to address the loss of parking from surface lots. New public parking could be managed under the shared parking program recommended under strategies for a Well Organized Downtown.

Figure 20 shows a redevelopment program and concept for the Rookery Block that complements the adjacent, historic Fernwell Building (1890), adds a major Downtown public plaza, opportunities for public uses at the ground level, public parking, and the option for a mix of residential and office uses in the upper floors. The redevelopment of the Rookery Block would also be a major step towards activating Howard Street as a primary pedestrian street from I-90 through Riverfront Park.

To assure long-term viability of any redevelopment as a public/private partnership that includes a parking structure, any portion of the building devoted to parking should meet design standards that preserve opportunities for adaptive reuse. Such considerations include minimum floor load bearing capacities in the parking structure to accommodate potential future reuse, such as for retail or corridors for an apartment reuse; deck-to-deck height minimums; horizontal parking decks; external speedramp(s) or drop out speed-ramp sections; and full perimeter Retail/Office/Housing/Civic uses.





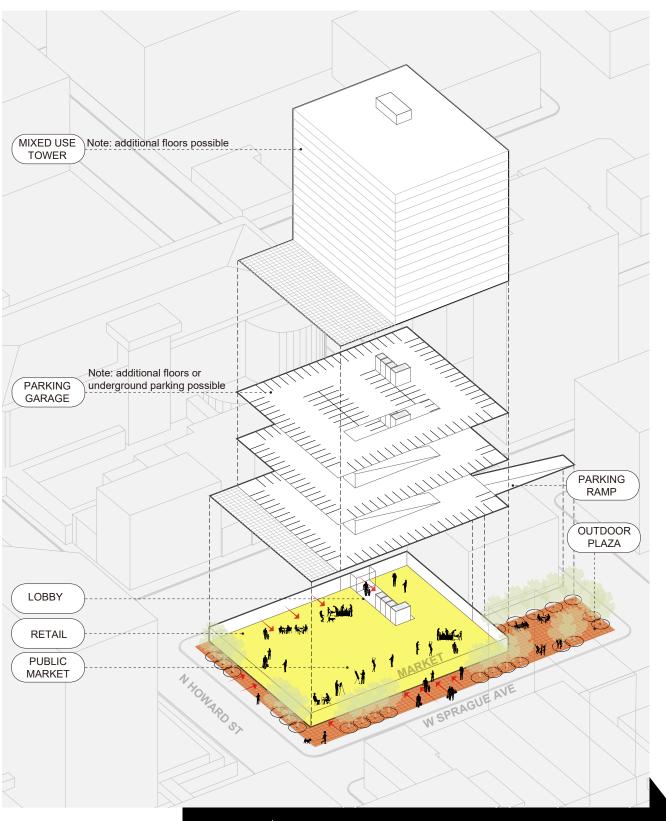


FIGURE 21 Potential development concept for the Rookery Block, one of the opportunity sites identified in this plan for redevelopment that can accommodate more intense development with public amenities.

CW4 STRATEGY: Implement a Wayfinding Program

A wayfinding program consisting of signage and other elements is intended to help pedestrians and bicyclists navigate the City and better connect Downtown's districts and landmarks, and the neighborhoods adjacent to Downtown. A unified wayfinding system could improve the pedestrian experience and make it easier for people to access amenities Downtown. The wayfinding program should include distinct signage materials, color palette, and other elements that build on Riverfront Park's wayfinding and are appropriate for different modes of transportation. Targeted design interventions at undercrossings beneath the rail viaduct and I-90 including lighting art and other investments in pedestrian and bicycle facilities can help bridge barriers both within Downtown and between Downtown and surrounding neighborhoods. The City has invested in attractive and distinct gateways at major I-90 access point Downtown, has introduced murals and security lighting to undercrossings, and has proposed additional lighting improvements for railroad undercrossings. Public art installations like these are important parts of an intuitive wayfinding system, and the City should look to enhance these transitions between different parts of downtown.



Warren Langley's ASPIRE light sculptures create a safer, more pedestrian friendly beneath a highway in Prymont, NSW, Australia



Downtown wayfinding in Calgary, AB, Canada

CW4.1 ACTION: Develop a wayfinding plan for Downtown with priority locations and signage elements that ties into the County's Wayfinding Project and elements of the cultural trail.

The City and its partners should develop a wayfinding plan with signage and gateway elements unique to Downtown focused on bicyclists and pedestrians that helps highlight Spokane's unique history, culture, and identity and better connect parts of Downtown. Wayfinding was implemented as part of the Riverfront Park renovations and complementary elements could be brought to other parts of Downtown with distinct visual identity, and Spokane Transit has programmed wayfinding elements into City Line stations. Spokane County's Wayfinding Project has taken steps to identify appropriate signage for drivers and pedestrians as part of unified system for the entire County, but there is room for unique Downtown wayfinding that ties into this system and ideas for the cultural trail. (see Arts, Culture, History section of this Plan). In some locations, including along the cultural trail alignment, street name signs only face oncoming vehicle traffic, and should face both directions to include wayfinding needs of pedestrians.

A wayfinding plan for Downtown should consider gateway treatments along major corridors and at undercrossings, signage elements from relevant projects Downtown, and decision points where signage is a priority. Signage for Downtown should include elements that can be mounted into existing poles Downtown, which will make the plan easier to implement, reduce sidewalk obstructions, and limit visual clutter from posts.





The wayfinding system for the Nicolett Ave corridor in Minneapolis, MN includes both full kiosks, and smaller elements that can be installed on poles for existing street lights, and traffic and pedestrian signals



CW4.2 ACTION: Improve pedestrian experience and safety at undercrossings beneath the rail viaduct and I-90 with targeted interventions.

The railroad viaduct is a strong physical barrier in Downtown, and the undercrossings play an important role in defining the entries and exits to the Downtown core as a clear gateway. These spaces can feel uncomfortable and would benefit from continued enhancements such as lighting, public art, and wayfinding. Some of the most successful treatments for undercrossings combine lighting and art to create an environment with visual interest while addressing public safety concerns.

Although the City and DSP have worked with BNSF and WSDOT to improve undercrossing lighting, perceptions of safety around Downtown undercrossings remain a challenge. The City's and WSDOT's mutually formulated I-90 Architectural Guidelines (also called "Kit of Parts") resulted in process improvements to both organizations.

For the railroad undercrossings, the City should work with BNSF to draft a similar set of guidelines as it did with WSDOT. Surface and structured parking tends to dominate the north and south sides of the rail viaduct, which can make the space under the viaducts feel more separated from Downtown. Active uses at street level in vacant spaces that are part of existing buildings or along the edges of parking structures and surface lots on either side of the viaduct can help bring more foot traffic through undercrossings and create a sense of natural surveillance. Where the traditional development patterns of Downtown span the rail viaduct, particularly along Monroe, Lincoln Post, and Howard Streets there are opportunities to build on existing activity to help bridge the gap created by the viaduct.



A highway underpass in San Jose, CA redesigned to create a safer pedestrian experience with art by Dan Corson that includes painted surfaces, circular lights LED lighting coordinated with pedestrian scale light fixtures along the sidewalk.



Bill FitzGibbons's Light Rails light installation beneath the rail underpass in Downtown Birmingham, AL.

GOAL: THRIVING ARTS, CULTURE, AND HISTORIC PLACES

Downtowns are historically centers of commerce, civic life, arts and culture. At a time where retail has shifted from "bricks and mortar" toward online sales, the civic and cultural components of downtowns have increased in importance. Historic downtowns, like Spokane, have the irreplaceable assets of architectural fabric, human-scale and the stories of multiple generations.

The intent of strategies in this section is to:

Support arts and cultural uses as activators of Downtown and nurture artists and organizations that bring creative uses, especially as the city recovers from the effects of COVID-related shutdowns.

- Use arts, culture and history to highlight the unique aspects of Downtown Spokane, making it attractive to people who live, work and visit Downtown.
- Dedicate resources to arts planning and marketing and develop reliable funding streams for the arts in Spokane and make sure that creative uses are encouraged by City policies and procedures.



ACH1 STRATEGY: Highlight Downtown's history to build awareness of local culture and support the arts

A variety of methods will bring the architectural richness and historic interest of Downtown to life, such as plaques, lighting, murals, photo opportunities, public art and streetscape elements. Partner with the local experts and history-focused organizations, Native American tribes, artists, and educational institutions to develop creative story-telling methods to convey the unique history of Spokane. Look forward as well, bringing attention to the current places and activities that define Spokane's culture.

ACH1.1 ACTION: Tell stories about Spokane's local history and architecture using creative methods.

Downtown Spokane is fortunate to have a rich and fascinating history. Making those stories visible and engaging deepens the unique sense of place in the city and fosters respect for our own place in history. There are many examples of how this has been done in other cities that can inspire ways of celebrating Downtown's history that are most appropriate for Spokane, and the city has many people and organizations that are resources for revealing city history. Highlighting history should be a Downtownwide effort, rather than a district-based approach used in the prior 2008 Downtown Plan, and should bring together Downtown's historic character areas.

ACTION: Preserve historic structures and bridges and incentivize adaptive reuse of older structures that contribute to Downtown's historic character.

Spokane's Special Tax Valuation for historic properties is the City's primary incentive for the rehabilitation of older buildings on the historic register, many of which are Downtown. As Downtown sees further reinvestment, the City should ensure Spokane's historic sites are treated in a manner consistent with the Secretary of the Interior's guidelines for the treatment of historic properties and standards for rehabilitation, restoration, and reconstruction. Maintaining historic bridges, not only as pieces of critical infrastructure, but also as signature architectural elements Downtown should a priority as the City invests in connections across the river. In considering adaptive reuse, active and sustainable uses should be encouraged, such as street level cultural uses or residential units at the exterior of buildings.

ACTION: Develop design guidelines for downtown that help create a good fit between new development and Downtown's historic structures.

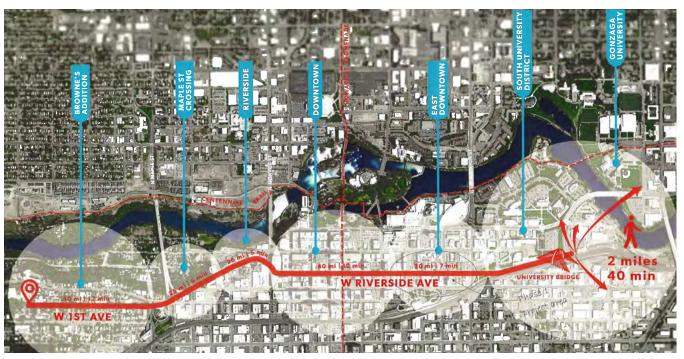
Develop expanded Downtown Design Guidelines for new development Downtown that emphasize the importance of the Downtown's historical context, and help new development draw on and complement Downtown Spokane's historic structures.

ACH1.4

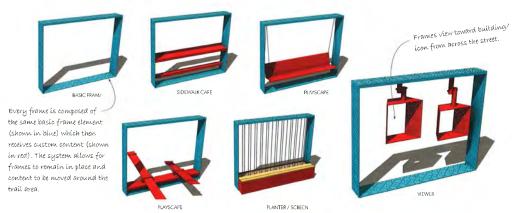
ACTION: Pursue the idea of a cultural trail that links signature sites and activates streets with the intent of drawing visitors and investment.

Downtown Spokane's historic architecture and cultural uses make for distinctive corridors and a cultural trail can define one of the strongest corridors through Downtown. A cultural trail connecting and directing people to historical sites and destinations Downtown can help tell local stories and highlight Downtown Spokane's historical and cultural gems. This pedestrian-focused connection can act as a draw City Council for tourists, bringing foot traffic to destinations throughout Downtown and connecting surrounding neighborhoods in all directions. The vision for the cultural trail includes streetscape elements and artistic interventions that can help draw people along the length of the trail and create and interactive learning experience. A successful cultural trail can help demonstrate the power of public-private partnerships to help catalyze investment for public benefit and economic development Downtown.

Note: RES 2021-54, on 7/12/2021 Current Agenda, may affect this section.



Map of existing plans for a cultural trail through Downtown Spokane connecting to Browne's Addition



Conceptual Design for fixtures along Spokane's planned cultural trail designed to frame architectural details of historic buildings along the trail.

ACH2 STRATEGY: Bring arts and culture into the public realm Downtown and develop an Arts Plan to support arts and cultural uses with a focus on Downtown

Downtown Spokane is the cultural hub of the Inland Empire and the quality of its public realm should rise to meet regional expectations. The City, its partner organizations, and the broader community should work together to foster a thriving cultural sector. This includes nurturing culture spaces, uses and activities, as well as related uses are mutually supportive with cultural venues, contribute to thriving restaurants and night life, and support Spokane's local economy. Public spaces can go a long way in bringing arts and culture and these complementary uses out onto the street and make them more of a visible presence and feature of Downtown Spokane.

WHAT IS THE PUBLIC REALM?

The Comprehensive Plan defines the public realm as public or private areas where people interact with their surroundings or other people (Ch. 3).

An arts and culture plan that brings together a spectrum of organizations and individuals, and offers targeted strategies and concepts to support arts and culture could be of great benefit to Spokane. The City's municipal arts plan, adopted in 2004 and amended in 2007, defines a process for funding, selection, maintenance and removal of public art through the municipal code (chapter 07.06 SMC, Article VII Municipal Art Policy). The City should engage in an intentional process to develop a robust arts and culture plan with a particular attention to Downtown, which would be a strong forum to address how the City and partner organizations can support cultural expression and vet mechanisms to preserve and encourage new cultural uses both citywide and Downtown. We suggest broadening the scope to include both arts and culture. The exact scope of cultural uses can be explored in the plan, but it can include things of importance to the overall culture of Spokane, such as its annual events and its well-loved small businesses, and include the expressions of Spokane's diverse communities through foods, festivals, and holiday traditions. An arts and culture plan should address the needs of the full spectrum of people in the community, offering opportunities for multicultural organizations, and making sure that there are ways for people of all incomes to enjoy free and low-cost activities.

The actions that are part of this strategy are intended to enrich public spaces with support for their civic functions and a broader range of art and cultural activities in the short time, and elements to consider as part of a broader art and culture plan, building on the Comprehensive Plan's Arts and Cultural Enrichment Policies that address public art a form of infrastructure.

ACTION: Improve and activate the streetscape and public realm to support cultural venues.

Spokane boasts a collection of significant performing arts venues and a range of excellent productions. The historic Fox Theater was renovated in 2007 and is the home of the Spokane Symphony. The Knitting Factory and the Bing Crosby Theater bring crowds for concerts of all kinds. The public space surrounding these extraordinary venues should be as high quality as the events inside. One place that would clearly benefit from improved streetscape is the area around the cluster of these venues. This area could be highlighted and supported with pedestrian spaces, restaurants and nightlife that offer places for arts patrons to enjoy. Such activity would give people a reason to extend their stays before and after performances rather than simply moving from the parking garage to the theater and back. The graphic below shows streetscape treatment with Art Deco patterns related to the Fox; a functional and elegant "red carpet" drop-off, street dining, and projected art on the walls along the street (Figure 22). Note that paint on the street will need to be compliant with the Manual for Uniform Traffic Control Devices and should identify a revenue source for maintenance.

The galleries, clubs and other cultural spaces throughout Downtown can benefit from a supportive public realm that increases visibility and vitality. This may mean art and lighting outside of cultural space, seating or temporary "pop-up" installations encouraged and supported by the City and the Downtown Spokane Partnership.



FIGURE 23

Visualization of potential projection across from the Fox Theater could enliven blank walls along Sprague Ave paired with street improvements that draw on the uses and character in the neighborhood.

ACTION: Work with artists and local property owners to create and maintain temporary art installation and facilitate activation of cultural spaces to energize Downtown and support artists.

Light projections and murals are relatively easy ways to energize the public space, especially where there are blank walls that can be turned into assets. Spokane has already been doing this and can build on these successes. An advantage of projections and other transitory installations, events, or performances is that they can tailored to events and seasons and can be changed or scheduled regularly. These shortlived transformations of public space can add to Downtown's vibrancy and activity and help it feel like a safe place for patrons to enjoy, both day and night.

Art installations can be used to fill some of the gaps in Downtown's fabric, in a similar way to parklets. The City should make these kinds of installations as easy as possible from a regulatory standpoint. Art "markers" could be part of a strategy to bring attention to the smaller venues and galleries with highly visible art or installations.

Some of the space in new and existing development adjacent to and within the right-of-way can host a variety of art forms, bringing activity to the street, attracting pedestrian traffic, and supporting a positive social atmosphere. Current installations and programs should be made a part of the public art component of the arts plan. Where brick and mortar spaces are not available, space in the right-of-way may be considered for outdoor seating, dining, and performances in warmer months.



An interactive design installation by Lateral Office and CS Design in Montreal, QC, Canada $\,$



An interactive giant pin art installation by Lulu Guiness in London, UK

ACTION: Explore incentives for preserving cultural space and creating new space for arts and cultural uses Downtown.

The City and its partners in the development of an Arts Plan should look for ideas to preserve cultural space, protect spaces of cultural and historical significance, and encourage the creation of new cultural space. A key part of the process will be understanding what incentives would have the greatest community impact in Spokane, and how those incentives can be best implemented in Spokane. Some of the ideas that a plan should examine closely are:

	Creating pathways for funding and technical assistance to encourage the adaptive re-use of older buildings, and the inclusion of cultural space in renovated buildings
	Including City parks and library projects as eligible for the 1% for the arts policy and explore the expansion of the program for private development.
	Creating mechanisms to encourage or require cultural space in new development, especially larger scale developments, public projects or development that displaces existing cultural space.
	Roles for staff within partner organizations to encourage and support space for arts and culture, including possible designations for a point person for Downtown public art, or a cultural space liaison who could connect the creative sector and property owners, and be part of the entitlement project.
	Roles of the City Arts Commission in best supporting the arts, including the space needed for cultural uses and the use of public space for the arts.
ACTION: Evaluate how the City's development regulations and permitting process can support cultural space and public art.	
An Arts Plan should take a careful look at how permit requirements apply to cultural uses, and which requirements in particular can be burdensome for artists or organizations trying to create cultural space. The review process may also be an opportunity to help ensure new development contributes to arts and culture particularly Downtown where development is tends to be larger scale. The following aspects of permitting and review should be considered in the Arts Plan process:	
	Encourage, incentivize, and at the appropriate level, require public art and cultural uses to be part of the development process.
	Inviting representatives from the City Arts Commission and/or relevant local arts organizations to pre-application meetings for projects of a certain scale.
	Streamlining the permit review process for cultural space and the potential for permit fee waivers for the creation of cultural space.

Temporary occupancy permits for artists and arts organizations.

ACH2.5 ACTION: Identify and reduce barriers for cultural events Downtown.

Cultural events and activities draw both tourists and residents Downtown. Downtown Spokane is known for hosting remarkable special events, with signature events like Bloomsday, Hoopfest, Terrain, and the Lilac Parade drawing people from throughout the Inland Northwest and beyond. Community partners involved in hosting cultural events Downtown, however, should examine issues, including requirements and cost. The City should continually review procedures for special event permits and look for ways to reduce permit requirements, and potentially costs incurred, while preserving necessary assurances and safety requirements.



Tourist and residents are enjoying the cultural event on Wall St, Spokane.



Hoopfest is the largest 3on3 outdoor basketball tournament on Earth located in Spokane, Washington. It is also an outdoor festival with shopping, food, and interactive entertainment accessible to all.

ACH3 STRATEGY: Create space for art-focused and culturally-oriented small businesses and organizations, targeting those that cannot afford to locate Downtown

Arts and cultural uses and small businesses are vulnerable to economic shifts and a real estate market with rising rents. Cultural space can have a quantifiable benefit for Downtown, driving economic development, and attracting both visitors and local residents Downtown. One of the best ways to ensure these uses can access space Downtown is to provide affordable space for businesses and organizations that may not be able to afford market-rate space.

A number of non-profit organizations have driven the production of more affordable cultural spaces, or affordable live/work spaces for artists around the country, such as Artspace, which creates, fosters, and preserves affordable and sustainable space for artists, and arts organizations across the United States. There are excellent precedents for a public or semi-public organization like a public development authority (PDA) to create affordable cultural space. For example, the Town of Twisp, WA chartered a PDA to acquire and redevelop a decommissioned forest service ranger station using a combination of public and private funds, and created TwispWorks which supports artists, craftspeople, and small businesses in the Methow Valley.



TwispWorks campus in Twisp, WA has over 38,000 SF for local businesses, artists and organizations.

ACTION: Identify sites Downtown for infill development that can help foster small businesses, local start-ups, and arts and culture uses and organizations.

The Rookery Block between Riverside Ave and Sprague Ave to the north and south and N Stevens St and N Howard St to the east and west is an example of an ideal location for infill development with a centralized affordable space for arts and culture and small businesses. Many successful examples of small, affordable spaces for entrepreneurs, in the tradition of historic public markets, exist throughout the country. These entrepreneurial incubator spaces can contribute to an active and engaging street level, which is particularly important for a site such as the Rookery Block, which is central in the Downtown Core, with frontage on significant pedestrian streets—Howard, Sprague and Riverside. Opportunity sites on Spokane Falls Boulevard would also be appropriate for active ground floor cultural uses and businesses because of their proximity to Riverfront Park.

ACTION: Identify underutilized properties that could serve as affordable workspaces for organizations that are less reliant on foot traffic.

The 2008 Plan called attention to the Intermodal Center as an opportunity site, and this Plan supports retaining this site as an opportunity to create work and/or office space for organizations that support community needs like non-profit and cultural organizations that may require below-market rate rents. The space may be able to serve as a shared office or co-working space, or be subdivided into discrete spaces for businesses with a mixture of market rate and affordable tenants. River City Kitchen in the Intermodal Center currently offers rental space in their commercial kitchen on the second story of the Intermodal Center, as a culinary incubator, and the City can support similar ventures with shared and/or affordable workspace in areas with less pedestrian activity Downtown.

GOAL: A GREAT PLACE TO LIVE, WORK AND PLAY

Downtown Spokane is the economic and cultural engine of the Inland Northwest, drawing residents from the County and region for work, dining, and recreation. Downtown is also a great place to live with workplaces, services, cultural and educational institutions all close by. While Downtown has seen modest growth, it is not widely recognized as a great neighborhood to live in and could benefit from mixed-use development with a diverse range of housing options together with new or enhanced residential amenities. Similarly, there are opportunities to strengthen Downtown Spokane as the economic driver for the region by enhancing amenities to attract and maintain businesses in Downtown.

The strategies in this section are intended to:

- Develop Downtown as a complete, walkable neighborhood with safe and convenient access to goods and services necessary for daily life within walking distance.
- Promote residential infill and rehabilitation projects with diverse housing options affordable to households of different means.



The Ridpath is a historic rehabilitation into apartments with well-designed space and downtown Spokane view.



Downtown Spokane skyline highlighting a concentration of employment and office uses.



A festival at Downtown Spokane allows artists, residents, and tourists to celebrate local art, music, and dance.

LWP1 STRATEGY: Encourage residential and mixed-use development with a variety in housing types and sizes that are affordable to a range of income levels

A healthy Downtown residential population is important not only for the success of Downtown businesses, but also for a Downtown that feels safe and active throughout the day. Residential density in and around Downtown contributes to the local customer base of businesses and services, particularly those which rely on foot traffic. While Downtown Spokane has seen some modest growth in residential and mixed-use development, there are tremendous opportunities for infill development that integrates housing and residential services that meet the needs of people and families with a range of incomes.

LWP1.1 ACTION: Develop a thorough understanding of on-site conditions and update market demand studies around opportunity sites.

The Downtown Plan team identified opportunity sites Downtown where infill development and new public spaces would have a transformative and catalytic effect on Downtown. Redevelopment on these sites should prioritize a mixture of active ground floor uses and public spaces along key pedestrian corridors and upper story residential, or office uses that help build a more complete neighborhood. Future redevelopment on these sites is also an opportunity to address longstanding needs for structured employee parking, that will help downtown remain a viable and competitive destination for new businesses.

The City of Spokane and DSP could support redevelopment on these opportunity sites with market demand and pro-forma analysis, and site analysis that help landowners understand the potential for development that each site holds. DSP can partner with Downtown property owners to adapt to shifts in economic conditions and assess buildings for rehabilitation or redevelopment. Collaboration between property owners, DSP, and the City early in the development process is crucial to ensuring that redevelopment on these sites aligns with community needs, goals and aspirations.



The City of Anaheim, CA created over 1,000 middle-income housing units by waiving property taxes on new apartments in Downtown Anaheim and the City's Platinum Triangle

LWP1.2 ACTION: Develop public/private partnerships, potentially with the assistance of a public development authority, to acquire and assemble property to support redevelopment Downtown.

Public-private partnerships could be an effective tool to spur redevelopment that creates meaningful, positive change Downtown. These partnerships can take many forms, but in Washington the statutory authority for public bodies to serve economic development activities is weak. Governments can only acquire property for public purposes, including affordable housing, and Washington State law interprets public purposes narrowly. The City of Spokane and DSP should identify a public or quasi-public partner to work with private developers on key infill sites, where there is a clear public benefit. Depending on the nature of these redevelopment projects, and each project's ownership and funding models, PDAs can offer distinct advantages in that they can receive funds from ongoing ventures and private donations and more flexibly transfer property where public bodies may not be able to, yet are held accountable with strict transparency requirements. Similarly, a non-profit corporation could access the public bond market to develop projects that would eventually be owned by the City or another public entity.

LWP1.3 ACTION: Build site-based partnerships with affordable housing developers and transitional housing providers into public projects and infill development and engage these organizations in economic analyses of how an affordable housing program can be implemented in Spokane's real estate and development market.

Affordable housing developers play an important role in providing housing for families and individuals with a range of incomes and personal circumstances. Downtown has seen significant investment in new affordable and transitional housing, and while opinions of these developments and services for residents downtown vary widely, the sponsor organizations can be valuable partners in infill development Downtown. These developers have built a mix of residential projects Downtown including new permanent supportive housing, relying primarily on private financing. Redevelopment of underutilized properties Downtown can use funds and organizational capacity from a public/private partnership to complement efforts to produce new market-rate multi-family housing with an affordable or supportive housing component. As the City and DSP work to assess the feasibility of development on targeted sites Downtown, real estate analysis should examine how Downtown's regional share of affordable housing fits into potential development.

As housing costs in Spokane have risen, the City's need for housing affordable to low- and moderateincome households has become more acute. The City has an opportunity work toward a comprehensive housing strategy before real estate costs become more of an obstacle, and should engage affordable housing organizations in the process to determine how the City can help effectively address housing needs in a tightening market. A first step in that process would be to study the economics of multi-family development in Spokane to ensure the City's work to advance affordable housing is grounded in sound real estate analysis and is balanced with market rate multi-family development Downtown. This housing strategy should address housing for both low- and moderate-income residents Downtown, and spur residential development in between the higher end and affordable and supportive housing development that Downtown has seen in recent years.

Note: RES 2021-54, on 7/12/2021 City Council Current Agenda, may affect this section.

LWP1.4 ACTION: Explore ideas to strengthen incentives for multi-family development and rehabilitation of historic structures Downtown.

The City of Spokane offers tax-based incentives that have been critical to investment Downtown, including the Multi-Family Tax Exemption (MFTE) and Special Tax Valuation for historic properties. The MFTE Program helps make multifamily residential development Downtown feasible, and the Special Tax Valuation helps defray the costs of rehabilitating structures on Spokane's local historic register. Maintaining both incentive programs is important to the long-term success of Downtown, and the City should explore ways to complement them with zoning and permitting incentives or other programs, like design review that could support multi- family development, affordable housing, and restoration of historic buildings and sites Downtown.

Downtown Spokane can support multifamily development, but the MFTE Program has proven an important component of how these projects are structured financially, and the most effective incentive for higher intensity residential development the City offers. If the City pursues changes to the MFTE as part of an affordable housing strategy, these changes should be subject to thorough economic and real estate analysis to ensure that they do not stall multi-family development Downtown.



The historic St Charles Hospital in Aurora IL was restored and converted to senior apartments using a variety of incentives.



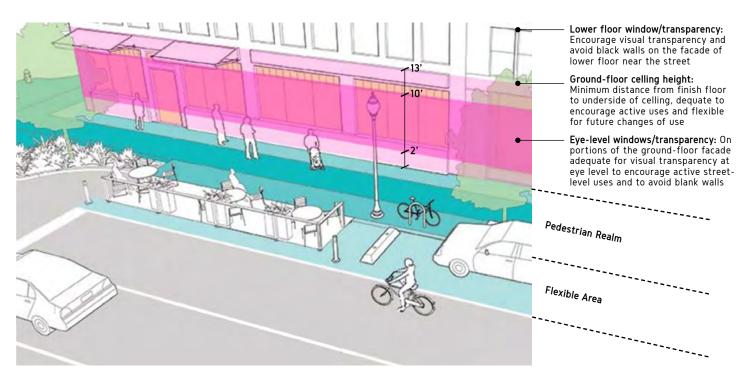
Development in Kendall Yards that utilized the City's MFTE incentive to effectuate redevelopment.

STRATEGY: Enhance residential amenities like public spaces, services, and cultural uses Downtown

Downtown Spokane is a great place to live, and recent development has begun to draw new residents Downtown. There is room for investment in local, neighborhood-scale amenities Downtown that would benefit long-term Downtown residents and newcomers, but also make Downtown more welcoming to visitors and commuters. It is the access to services, necessities, and recreational opportunities that help people see Downtown as not only a place to work or visit, but as a great place to live or raise a family.

LWP2.1 ACTION: Develop ground floor standards for residential, retail, office, live/work, and civic uses.

The design of street level uses shapes how residents and visitors experience Downtown. Design of the ground floor can reflect the human scale and contribute to a vibrant public realm, but it is unreasonable to expect ground-floor retail sales and service uses to be successful in every location Downtown.. Current development standards include requirements for setbacks (SMC 17C.124.230) and windows (SMC 17C.124.510) on the ground floor but offer little guidance on how to design spaces at street level that work for different uses. For retail uses this may mean visual transparency at eye level, higher ceilings, and on-grade entries, but design for residential uses is somewhat different, including distinct protected entries, and visual and/or physical separation from the street. A set of specific standards that regulate design at street level can accommodate different uses in way that is sensitive to the context of surrounding development and historic reconfigurations of storefronts, and flexible to accommodate changing tenants and owners. These standards can prioritize active uses or specific design practices along specific corridors where the pedestrian environment is a priority to better align with desired design characteristics.



Suggested heights give context to allow for flexible uses. Examples shown are subject to refinement based on land use and street designation. Diagram is adapted from *Urban* Street Design Guide, National Association of City Transportation Officials.

LWP2.2 ACTION: Create an integrated network of small parks and public spaces outside of Riverfront Park.

Riverfront Park is Downtown's signature open space, drawing locals and visitors from around the country and connecting to a regional network of trails. Outside of Riverfront Park, and the City's new open spaces along the River, Downtown lacks the parks and public spaces that would help form a complete network of recreational space. While Spokane's riverfront will continue to be a focal point of recreation in Downtown life, pocket parks, and public spaces are important for everyday passive recreation and public life. Within a 5-minute walk of a given location, there should be open spaces that meet the needs of residents and visitors. A Downtown Open Space Plan should be developed to create an integrated network of small parks and public spaces that builds on current requirements to construct landscaped open space in the Downtown zones. Provision of such public spaces should be coordinated via the open space plan, with private developers being able to opt-in to assist in these projects, even if they are off-site for the developer, as a means to acquire certain development advantages for their own projects. Extending a network of small public spaces through Downtown that connects to Riverfront Park, together with strategies in the Public Spaces and Well Organized sections of this Plan, will help promote active streets and bring communities together.

LWP2.3 ACTION: Support existing businesses Downtown and build upon emerging activity centers with complementary retail and active uses.

Downtown retail, restaurant, and cultural establishments are particularly vulnerable to shifts in the local and national economy. While the lasting economic impact of the COVID crisis remains unclear, Downtown businesses will need support to survive and adapt to changes in dining, shopping, gathering and commuting. City support of existing and heritage businesses Downtown is crucial for their survival, and the City should consider grant and commercial tenant assistance programs as options to retain businesses Downtown. The post-COVID recovery may present opportunities for growth in Downtown's emerging centers of activity, but those efforts will hinge on key businesses that anchor Downtown districts.



Downtown's East End along Main Ave is one of Downtown's strongest concentrations of active uses just outside of the Downtown Core and presents some opportunities for growth and collaboration with WSU.

LWP3 STRATEGY: Apply zoning changes and other tools to sustain and enhance mixeduse development with active street-level uses

Downtown zoning provides a lot of flexibility for mixed-use development particularly in the Downtown Core which has no building height limit. The Downtown General Zone is very flexible in terms of allowed land uses and has building height (number of stories) and floor-to-area restrictions unless certain incentives or conditions are met. The Downtown General Zone encourages the development of housing including affordable housing. The North Bank and South University District Subarea Plans propose certain land use changes for those districts. The Downtown South Zone is unique in that it allows and encourages more auto-oriented land uses and development including highway-oriented signage.

LWP3.1 ACTION: Maintain and apply zoning designations based on criteria that address the surrounding context and desired land uses with a focus on street level uses.

Existing zoning designations in Downtown are applied based on the surrounding context and desired future development including land uses and building form. The City should apply zoning designations based on the feasibility of development and community desires for infill or redevelopment. For example, if development under the DTC-100 zone is determined to not be feasible with the 100-foot height restriction then the City should consider the trade-offs between maintaining the existing surface parking and the impacts of allowing increased height. The City should formalize criteria for considering zoning changes in Downtown including any modification of zoning district boundaries.

LWP3.2 ACTION: Ensure signage standards are consistent with land use context and corridor character.

The City of Spokane currently regulates new billboards and electronic message center signs Downtown and should continue to prohibit forms of signage that are intended for a highway or auto-oriented context. The City should continue to prohibit billboards and auto-focused signage outside of South Downtown and should encourage preservation of Downtown Spokane's painted signs.

LWP3.3 ACTION: Ensure redevelopment projects contribute to streetscapes and good urban design.

Redevelopment that changes uses of existing buildings, and results in modified facades and sidewalks, should contribute to the goals of this plan and the community's desired Downtown.

Note: RES 2021-54, on 7/12/2021 City Council Current Agenda, may affect this section.

LWP3.4 ACTION: Pursue redevelopment of the existing surface parking lots in the DTC-100 Zone along Spokane Falls Boulevard.

The surface parking lots along Spokane Falls Boulevard in the core of Downtown, identified as opportunity sites in the 2008 plan, are maintained as opportunity sites in this plan update. The properties are subject to a height restriction beginning at 100-feet along the north property line, increasing in height farther south, unlike other properties in the adjacent Downtown Core Zone. These height limits are in place to minimize shadows and other potential impacts on Riverfront Park. There is also a perception that the height restriction on these parcels has adversely impacted the economic feasibility of redevelopment, but a detailed real estate analysis has not been conducted.

The City and DSP have conducted multiple shadow and massing studies as part of a lengthy process to reconsider the height restrictions. In 2018, at the completion of the public process the City Plan Commission unanimously recommended the City Council increase building height limits in the DTC-100 Zone along with additional requirements for building massing to minimize shadows on the park, active ground floor uses, and high-quality materials. However, the recommended code amendments have not been adopted. The City should explore performance-based design solutions that enhance the public realm, as alternatives specific to each parcel, if the 2018 recommendations are reconsidered.

The City and DSP should include these opportunity sites in the detailed economic analysis to assess market demand for residential and non-residential uses, and should be partners in a site-specific residual land value and pro-forma analysis of these properties. These real estate and financial analyses should capture public benefits and value of public spaces and other public amenities that could be integrated into a project on these sites. This offers a clear pathway for the community and decision-makers understand the tradeoffs between allowing additional height and potential impacts of shading.

As these are prime opportunity sites, the City, DSP, and partners should determine how best to facilitate redevelopment that contributes to a more active and vibrant Downtown.



A redevelopment concept in the DTC-100 zone that exceeds the current 100' height limit but with limits on the size of the towers to minimize shading in Riverfront Park.

LWP4 STRATEGY: Improve transit access, commute options, and parking management for Downtown residents and employees

Downtown Spokane is a regional employment center, with a range of growing industries and businesses interested in remaining and investing in Downtown. In locating Downtown, businesses balance their employees' access to the place of work and the proximity of amenities that are attractive to a workforce that is increasingly composed of millennials, now 50% of the U.S. labor force. The City and STA are making great strides in improving transit and active transportation Downtown, and new development should integrate with those investments. Access to longer-term employee parking continues to be an important consideration for commuters and Downtown businesses, and there are programmatic opportunities that could be explored to alleviate some of the pressure felt by Downtown businesses to locate where they can find dedicated employee parking, which often takes them outside of Downtown. Transportation Demand Management tools should be implemented, including establishment of a Transportation Management Association (TMA), together with efforts to transform surface parking, develop new parking facilities, and improve conditions along streets for commute alternatives, as envisioned in the Connected and Walkable and Public Spaces sections of this Plan.

LWP4.1 ACTION: Integrate new development Downtown with transit facilities and promote transit supportive development around high-capacity transit.

New development in Downtown Spokane should help support transit facilities in terms of intensity, composition of uses, and design. Spokane's new City Line, which is expected to begin service through Downtown in 2022 will include major investments in station areas and facilities. Development should successfully integrate transit stations in site and building design practices that can be built into zoning incentives or design guidelines. These can include enhanced pedestrian amenities and active uses oriented toward transit stations, and consideration of transit facilities should be incorporated into ground-floor development standards and/or guidelines for Downtown.

LWP4.2 ACTION: Reduce regulatory barriers to shared parking including expanding off-site parking shed limits.

Spokane currently allows shared parking through project permitting by joint-use parking documentation (SMC 17C.230.110), but Downtown would benefit from a shared parking system that leverages redevelopment and the construction of new structured parking to meet a range of parking needs. This can substantially reduce the need for dedicated parking and offer the flexibility to meet the needs of long- and short-term parking for a range of users at different times of day.

Off-site parking regulations currently limit the maximum parking shed to within 400 feet of the site (SMC 17C.230.100), which can be too restrictive for certain users. Commuters in particular may be willing to walk farther from secure long-term parking during the day. The 2019 Downtown Parking Study recommends changing this maximum distance to one quarter mile or 1,320 feet.

LWP4.3 ACTION: Implement Transportation Demand Management (TDM) strategies.

TDM tools Downtown would reduce vehicle trips and demand for parking, thereby freeing parking space for visitors and customers, and opening up land area for other uses. The 2019 Downtown Parking Study recognized these actions would have a catalytic impact on new development in Downtown, particularly in alleviating growth demands on the parking supply and in support of revitalizing existing underutilized surface parking lots. A broad range of strategies were identified, encompassing partnerships with agencies to create or change programs that promote use of alternatives to driving; changes to the design of public right-of-way such as those proposed in this Plan to better serve all street users; and examining the feasibility of establishing a transportation management association (TMA) for Downtown or specific districts to encourage non single occupancy vehicle trips. The TMA would provide support and invite all Downtown employers to examine, and encourage their employees to consider, strategies for commuting other than driving alone.



Founded in 2018 as the Transportation Management Association (TMA) for downtown Boise, City Go is made up of public and private partnerships that bring businesses, developers, property managers and owners, and government entities together to address local transportation issues and shape the future of mobility.

LWP5 STRATEGY: Support environmentally sustainable growth Downtown and responsible stewardship of the Spokane River and Falls

Compact growth downtown is an important part of a greener future for Spokane as a whole. As Downtown continues to grow and evolve, the City and DSP should strive to protect and enhance the natural environment Downtown, and the Spokane River and Falls in particular.

ACTION: Integrate Green Stormwater Infrastructure (GSI) into public street and building LWP5.1 projects and encourage green stormwater strategies to retain and treat runoff on-site as part of private development.

Spokane has over 300 miles of separated storm sewer lines that discharge untreated stormwater in the Spokane River and over 400 miles of combined storm- and wastewater sewer lines that overflow from heavy rainfall and snowmelt and discharge sewage into the River. Investment downtown in the form of new public spaces, or redesigned streets can help reduce the flow from these systems and treat or retain stormwater. For new public projects the city should set concrete goals for on-site stormwater management and seize opportunities to capture and treat stormwater as part of street, trails, parks and public space projects. The City should explore practical incentives for integrating GSI into new development like discounted stormwater utility fees commensurate with the capacity of on-site systems to hold and treat stormwater.

LWP5.2 ACTION: Promote energy efficiency in new construction and rehabilitation of historic buildings.

Residential and commercial buildings in Washington consume about 41.2% of energy for the entire State, which contributes substantially to greenhouse gas emissions. Spokane's power utility, Avista, has a relatively clean generation resource mix, which is 57% renewable. Downtown buildings can be a model of environmentally responsible and resource efficient building practices, and the City should support sustainable design and construction Downtown. Simple design considerations like access to natural light and ventilation in living and working spaces can make these spaces more comfortable and reduce energy consumption. Managing direct sunlight with solar control and shading devices can be integrated into the design of new buildings.

The City currently permits solar power installation and waives permit fees related to the permitting and construction of solar energy systems. The City should explore extending this waiver to the installation of sustainable heating and cooling systems and consider offering rebates or similar financial incentives to new construction that incorporates efficient heating and cooling or solar power so that this incentive includes to new construction or rehabilitation that integrate these systems into their design.

Note: RES 2021-54, on 7/12/2021 City Council Current Agenda, may affect this section.

LWP5.3 ACTION: Mitigate the urban heat island effect Downtown in order to reduce vulnerability to extreme heat events.

Urban centers are particularly vulnerable to extreme heat events because they are already warmer than surrounding non-urbanized areas. The City can take steps to make Downtown and Spokane as a whole more resilient to heat and adapt existing buildings to more extreme heat by integrating cool pavement with higher solar reflectance or coatings that reduce heat absorption into long term planning and capital projects. The City should work to create a more complete tree canopy Downtown, filling gaps in the network of street trees to shade paved areas from the sun.

For private development the City should explore requirements and incentives for cool roof design materials with lower solar absorption and incentives for Eco roofs or vegetated roofs. Surface parking areas contribute disproportionately to warming in urban environments, and the City should evaluate its current parking standards for opportunities to incorporate cool paving materials and additional landscaping and shade trees with surface parking in and around Downtown.

LWP5.4 ACTION: Support a healthy local food system, with readily available fresh food and locally produced food.

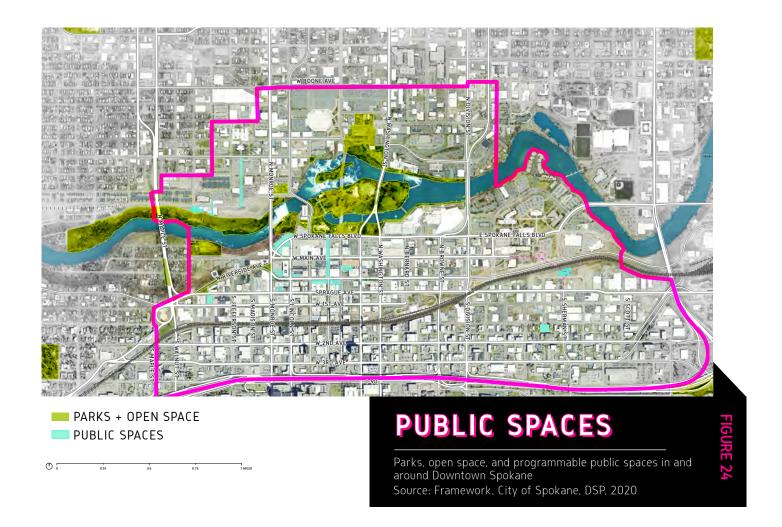
The City and DSP should continue to support efforts to locate new grocers Downtown and develop groundfloor spaces for grocery stores that provide access to locally produced food. The City should consider working with market organizers and vendors to find a more central Downtown location for the Spokane farmer's market to expand access to locally produced foods.

GOAL: WELCOMING AND ENGAGING PUBLIC SPACES

The value of quality public spaces in attracting people to come and to stay in downtowns is clear. Spokane has shown this with the success of the redeveloped Riverfront Park, and with the takeover of the streets for Hoopfest every year. Successful public spaces are well stewarded, whether by City staff, non-profit or community groups, or by neighboring property owners. This Downtown Plan considers the current open spaces and the opportunities to create the variety of successful open spaces that will make Downtown Spokane an attractive place to spend time for people who live and work in the city, and for those who come to visit with an emphasis on natural surveillance.

The strategies in this section are intended to:

- ☐ Create a more complete network of public spaces, including right-of-way and expand public spaces that enhance existing centers of activity Downtown.
- Develop the organizational capacity to actively program and manage public spaces Downtown and ensure that these spaces feel safe, comfortable, and usable at different times of day.



PS1 STRATEGY: Program and Activate Public Spaces Downtown

Downtown's public spaces include the streets and sidewalks, the regional and neighborhood parks, and the plazas that may be publicly or privately owned, but accessible to the public. Ideally, there is a variety in the size and character of open spaces, and pleasant connections between them. Ideally, Downtown's public spaces include a variety of characters—quiet spaces for conversation, a comfortable place to eat lunch, safe places to wait for the bus, interesting streets for strolling, green spaces to enjoy nature, and active places for shopping or playing.

The key to successful public spaces of all types is stewardship. Public space needs first to feel safe. They thrive when there are positive things to do, whether passive or more active. Private owners or businesses can be stewards of adjacent spaces, and successful public space often is "naturally activated" by cafes, shops, restaurants and other vendors. In other cases, public spaces can be managed by the public sector or organizations from the community or businesses. Partnerships between cities and main street or downtown associations have been successful in downtowns nationally. Whichever model is most appropriate, stewardship and activation need to be thoughtfully considered, on-going, and provided with resources.



Through an active programming effort Congress Square Park in Portland, ME has been transformed into a fun and lively public space with a variety of activities and events.



The 16th Street Mall in Denver, CO was transformed into a Downtown destination primarily through programming and activation.







The proposed zipline project along the river in downtown Spokane is designed to activate Riverfront Park, Redband Park and downtown. It is also expected to build economic strength for downtown and the region. The above renderings show the urban zipline platform hanging over the Spokane River downtown.

PS1.1 ACTION: Strategically program and activate public spaces Downtown.

The City and DSP should coordinate and expand on DSP's existing program for enlivening Downtown's public space with additional events and locations. Spokane has shown that it can throw major events that use Downtown's public space and draw participants nationwide. There is no doubt the ability to have smaller scale, ongoing activity that will attract people from the city and the region to enjoy Downtown on a regular basis. Funding these activities in other cities comes from both public funds and corporate donations and should be considered here.



Market Square used to be mostly for vehicles before being converted to a larger public plaza.



Market Square in Pittsburgh, PA is now active throughout the year with many different seasonal activities. The plaza has been renewed through a programming effort.

PS1.2 ACTION: Create new active uses on streets and in storefronts.

While good design of storefronts and public realm is important, the best indicator of an energized downtown is the successful mix of business sizes that activate urban streets. The support of those businesses has never been more important, and calls for an understanding on the part of the City and DSP around what these businesses need in terms of support. Some existing organizations like Window Dressing can help by coordinating exhibits at participating display windows. The Downtown Spokane Community Investment Group (DCIG) may be able to master lease space to provide small, affordable spaces for start-up businesses, possibly but not exclusively in the shared workspaces or market spaces, proposed as part of redevelopment of surface parking lots under the Connected and Walkable and Live Work Play sections of this Plan. Business workshops have been helpful to support artists as small businesses through organizations such as Seattle-based Artists Trust. Ease in permitting for street use can also help entrepreneurs who bring activity to public spaces, as recommended in the Connected and Walkable section of this Plan.

PS1.3 ACTION: Continue the presence of a fully staffed, centralized downtown precinct.

The City should continue to encourage officer visibility and outreach downtown to further the implementation of community-oriented policing. Implementing neighborhood and community-oriented policing is a value established in Chapter 10 of the City of Spokane's Comprehensive Plan. Continuing to maintain an accessible downtown precinct is key to successful implementation of this Comprehensive Plan value.

Note: RES 2021-54, on 7/12/2021 City Council Current Agenda, may affect this section.

PS2 STRATEGY: Protect, expand, and improve public space in strategic locations Downtown

The core of Downtown and areas south of the railroad viaduct have gaps in the network of public spaces, and untapped opportunities to increase the quality and quantity of public space that would result in a more attractive Downtown. Frequent gaps between active areas Downtown include stretches of surface parking and blank walls that do not contribute to an active streetscape. Increasing the amount of pedestrian space and amenities within existing street right of way would improve the quality of the pedestrian environment not only along those gaps, but the perception of Downtown overall. Investment in and active management of new public spaces would benefit centers of activity Downtown, like the newly constructed plaza at 10 S Adams St, which has created a centerpiece for an emerging residential neighborhood.

Alleys were mentioned consistently by the public as valued spaces and opportunities for use as public space. The scale of alleys is conducive to human-scale spaces, and often they have character as "back doors" that feels authentic. Revitalized alleys are good fit with nearby active uses or as needed connections. The City should have a defined policy on alley vacation or acquisition and a formalized set of criteria from which to evaluate public benefit, service access, and multimodal connections. As the City sees growing demand for larger scale development, these decisions warrant cautious consideration to assess potential public benefits; evaluate the current and long-term impacts caused by relocated services to parking, active uses, and the pedestrian environment on street edges; and understand ramifications for future connectivity if intact alley corridors are severed.

PS2.1 ACTION: Create protections to retain public spaces, ensure existing and new public spaces are well used and maintained, and develop a specific set of criteria to evaluate alley vacation or acquisition based on public benefit and access.

Coordinate efforts such as active programming and dedicated maintenance funds to ensure public spaces are well-used and maintained, including privately owned plazas with street frontage, with the plan for a network of small parks and public spaces identified in the Live Work and Play section of this Plan. Develop a policy stance on the network of alleys, including those between the railroad and I-90, which are currently listed as a type of Downtown Complete Street. Approvals of alley vacations are subject to criteria including finding such a vacation is needed in order to accommodate a public use. Create policy statements regarding the circumstances, if any, that alleys may be sold by the City to private entities, and what public benefit would be required with the sale.

PS2.2 ACTION: Revitalize Parkade Plaza as the active place it was in a previous era, with its distinctive style of architecture and surrounding active uses.

The Parkade is a unique icon of Spokane, with 950 parking spaces, ground level retail and a plaza that was once one of Downtown's social hubs. This well-located plaza also connects between Howard and Stevens Streets.

The garage and the plaza are important features of Downtown, and the Plan proposes the revitalization of the plaza, showcasing the 1960's architecture, and supporting the restaurants lining the plaza. The graphic illustrates a ground plane treatment that is a colorful "thread" indicating the route through to Stevens Street as a way to make the space feel safer, without being a dead end. New plantings can refresh the appearance, and lighting can enliven the plaza in the evening. The north side of the plaza has weather protection that can serve pop-up types of uses. Materials and landscape can bring the plaza out to the west to the curb, capturing the sidewalk space and inviting people into the plaza.



Visualization of Parkade Plaza new plantings, improved pedestrian spaces, and active uses with a ground plane treatment that connects the plaza to the alley.

FIGURE 25

PS2.3 ACTION: Rename and improve the alley between W Main Ave and W Riverside Ave to transform a neglected space into a distinctive pedestrian space. This alley renovation can be a model for other alleys Downtown.

Giving names to alleys is a low-cost action that is a prerequisite to placemaking. As shown in the graphic, ways to improve alleys include ground plane treatment, art, and narrow landscape treatments. Uses along the alley are the best way to create a feeling of safety and stewardship. The City should encourage property owners to open up the back doors where possible.

Alleys or through routes can be encouraged or required with new development to break down building scale. This would be highly recommended for Major Downtown Site A and B (Figure 28), extending the delightful space at the rear of Atticus Coffee and Gifts.



PS2.4 ACTION: With the redesign of Wall Street for transit use, retain the pedestrian scale of the street and focus on bringing active uses to the street level.

Wall Street has been identified as an important pedestrian street in Downtown, with design treatments meant to favor pedestrians. While the streetscape design was attractive, the uses along the street did not provide the activity that made a successful pedestrian street. Wall Street will again be changing with the implementation of the City Line. The Plan recommends retaining the pedestrian scale of the street, but thinking creatively about activation.



Vienna's central streets create a welcoming and safe space for people with transparent storefronts, lightings at night, and subtle lines on the pavement separating pedestrians' activities and local traffic.

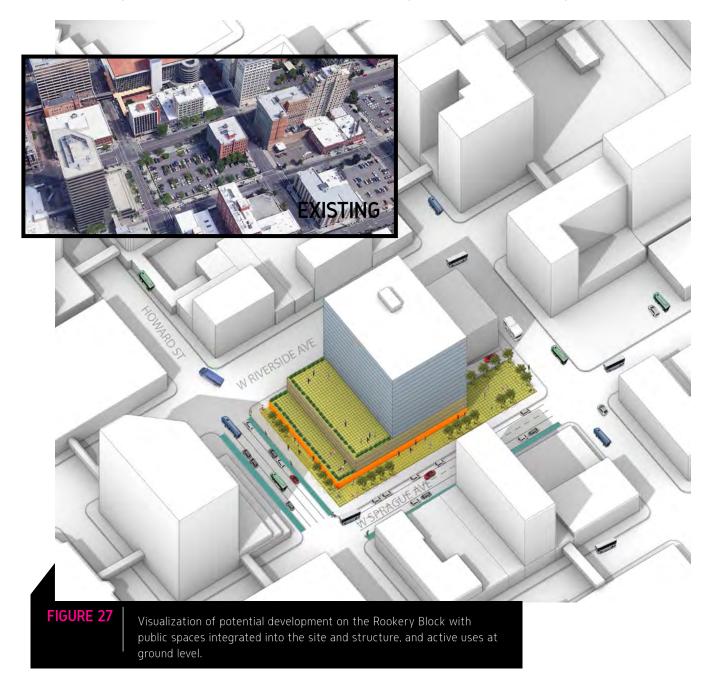
PS2.5 ACTION: Pursue a public plaza space in the East End of Downtown.

The East End of the Downtown core along W Main Avenue is one of the most active pedestrian areas with small scaled buildings and active storefronts, restaurants, and an attractive streetscape. The W Main Ave frontages are active but much of the blocks in that area is currently surface parking and the area would benefit from a public plaza like the new plaza in the West End. Since public plazas surrounded on two sides by busy arterials have difficulty generating the necessary critical mass of activity to function well, the site offered for this plaza should have an anchoring building with pedestrian-scaled frontages if it borders Browne St, Division St, Spokane Falls Blvd, or Riverside Ave.

Note: RES 2021-54, on 7/12/2021 City Council Current Agenda, may affect this section.

PS2.6 ACTION: Pursue a public/private partnership to develop sites such as the Rookery Block, shown below, with public spaces in conjunction with new development.

The Rookery Block is ideally located for a major public space incorporating both indoor and outdoor space. The graphic illustrates a concept that includes a high-ceiling public market space at grade, parking levels above, accessed off Stevens Street, and a tower for residential and/or office. An alternative access on Riverside would provide ingress/egress from a two-way arterial and preserve windows, exits, and ground-level activation on the Fernwell Building's south facade. Plaza space is shown along Howard and Sprague in conjunction with the highly active street level, ideally with operable doors opening to the public market in good weather. Plaza space on the south east corner retains a view of the historic Fernwell Building on the northeast corner and avoids blocking windows of the building.



PS2.7 ACTION: Design public spaces for accessibility that meets or exceeds ADA requirements.

All Downtown public spaces should be accessible to people of different abilities. While the City maintains standards for accessibility as part of new public spaces, both DSP and the City should seek to retrofit public spaces that fall short of accessibility requirements, and work with ownership of privately-held public space to improve accessibility.

PS2.8 ACTION: Consider Crime Prevention Through Environmental Design (CPTED) in future public and private development Downtown and implement CPTED principles as a partnership between the City and DSP.

DSP and the City should work to raise awareness of CPTED principles among property owners Downtown and identify and/or help secure public and private funding sources for CPTED improvements that encourage activity and create opportunities for natural surveillance. To address perceptions of safety and security Downtown, the City should consider CPTED assessment for public spaces, and for developments of a certain size.

GOAL: A WELL-ORGANIZED DOWNTOWN

Well-organized Downtowns are the result of the collective efforts of public, private and community organizations to address all the ingredients in a successful Downtown. Successful Downtown management addresses issues such as design, promotions and marketing, business diversity, community events, and organizational development. Spokane is currently well served by the organizations involved in Downtown management and the plan should continue to strengthen management functions to implement the plan. Some of the recommended strategies and actions will require a greater capacity for management such as programming and activation of major public spaces, the cultural trail, and a Downtown public market.

Organizations such as the Downtown Spokane Partnership and the City of Spokane have significant but different roles to play in the management of Downtown. For example, the City is responsible for major capital projects, but DSP has a role in managing and programming public spaces in Downtown through the efforts of the Clean Team and programming staff. There are opportunities to strengthen existing partnerships, create new organizations, and support the organizational development of existing entities to expand the capacity to manage Downtown Spokane.

The Downtown Spokane Partnership recently established the Downtown Spokane Community Investment Group (DCIG) which is a Community Development Corporation (CDC) that can partner with the City. The DCIG can access public bond market funding for projects that will be publicly owned, such as investment in parking or other public facilities. Other organizations such as a Public Development Authority (PDA) should be considered to implement the Downtown Plan's objectives to accelerate infill development, expand structured parking to reduce existing surface parking, and manage public spaces.

The City led a parking study for Downtown in 2019, which offers an analysis of the Downtown parking system and recommendations for improving on-street parking management. Implementation of the Downtown Parking Study Plan should remain a priority, and this section is meant to supplement those recommendations and build on that analysis.

The strategies in this section are intended to:

- ☐ Effectively manage parking, activation and programming of public space while implementing certain aspects of the Downtown Plan.
- ☐ Promote Downtown Spokane through marketing campaigns that attract new businesses, residents, and visitors, and through programs that retain and support existing businesses Downtown.
- ☐ Encourage new public/private partnerships and community participation in the activation of public spaces in a way that works for Downtown residents.

W01 Strategy: Cultivate leadership, strengthen community partnerships, and expand organizational capacity for Downtown management

The Downtown Plan is ambitious, and its goals cannot be achieved without strong leadership and partnerships. Everyone has a stake and role in Downtown, but leadership and partnerships play a unique role in the success of Downtowns. This Plan can only be successful as the related plans that reinforce it, and leaders will continue to rely on their partners region-wide for implementation, such as continued support of the regional model in the Continuum of Care Board's strategic plan to end homelessness. Fortunately, the City and community already have a strong commitment to Downtown as demonstrated by many successful projects and achievements in Downtown. Further efforts to cultivate leadership will help with coordination of Downtown projects, communications, public engagement, and ensuring Downtown initiatives are kept at the forefront.

WO1.1 ACTION: Develop the organizational capacity and partnerships to actively manage and program public spaces.

Programming public spaces requires a commitment of resources that is often beyond the City's capacity. Organizations such as DSP can often lead such efforts in partnership with the City and private entities. A programming and activation plan should be developed for key public spaces outlined in this Plan to be implemented by DSP with the support from other entities. The plan should address programming, amenities, staffing, a budget that anticipates public investment as well as private/corporate giving, cost-sharing, and operations and maintenance.

WO1.2 ACTION: Provide adequate staffing resources and establish an interdepartmental team to lead coordination and implementation of the Downtown Plan and future planning efforts.

Implementing the Downtown Plan will require a high level of leadership, coordination, and continued public outreach. The City should provide adequate staffing and consider designating an interdepartmental team to coordinate implementation of the plan. This action would give renewed focus to Downtown and help launch the plan.

WO1.3 ACTION: Enhance the role of the new Downtown Spokane Community Investment Group (DCIG).

Through the DSP a new Downtown Spokane Community Investment Group was recently established. This action includes additional planning to better define the role of the DCIG and other tasks for which only the non-profit organization (rather than the general public) is responsible to oversee and fund, including developing a logo and branding, to start to build an identity. The DCIG could play a role in implementing several of the strategies and actions in this Plan.

WO1.4 ACTION: Explore the feasibility of establishing a Transportation Management Association (TMA).

Establishing a TMA requires extensive partnerships between the City and downtown employers, organizations, and transit agencies and a strong fiscal strategy. The Downtown Parking Study recommended exploring the feasibility of establishing a TMA in partnership with major employers and organizations in Downtown. The City and partner agencies should explore the support and feasibility of establishing a TMA in Downtown to support the plans goals for improved mobility options and transit access.

WO1.5 ACTION: Monitor housing and shelter for low-income residents and residents experiencing homelessness.

Encouraging housing for the low-income and homeless throughout the entire city is a value established in Chapter 6 of the City of Spokane's Comprehensive Plan. To implement this value downtown, the City and the DSP should coordinate with public and private agencies and other appropriate entities to evaluate existing needs, facilities, and programs relative to health and human services downtown.

W02 STRATEGY: Leverage parking management to improve Downtown and enhance the Paid Parking Zone

The City has a Paid Parking Zone for Downtown where all net on-street parking revenue is allocated for investments in Downtown such as streetscape or parking improvements. This strategy would enhance the program through implementing strategies in the Downtown Parking Plan, using additional funds when available to continue streetscape improvements and implement other components of the Downtown Plan.

WO2.1 ACTION: Use the existing Downtown Spokane Community Investment Group (DCIG) Community Development Corporation, or a Public Development Authority to develop structured parking and manage existing facilities.

Off-street parking is mostly privately owned and managed. The result is a fragmented and inefficient system with a user experience that is often poor. With portions of the Downtown dominated by surface parking lots, the walk to destinations can be uncomfortable and result in a higher demand for well-managed parking where users feel safe and secure. The goal of the PDA or DCIG would be to reduce surface parking Downtown, create new structured parking that is well-managed, safe, adaptable to future reuse, and secure, and actively manage off-street parking under a shared parking system, including parking wayfinding and user-oriented tools that help people find available parking. Structured parking should minimize the impact of parking on the pedestrian realm with ground-floor uses, design of vehicular access, adaptive strategies, and facade treatments that make for a more engaging, pedestrian-oriented structure while preserving the capacity to convert such a facility to a higher and better use for the Downtown in the future.





The ParkBOI program operated by Boise's CCDC, has expanded the availability of parking in garages Downtown, and with effective management and communications makes parking Downtown easier to find.

WO2.2 ACTION: Work with the property owners to proactively address the future of the Parkade building and site.

The Parkade is an icon in Downtown and provides a significant amount of off-street structured parking with over 900 parking stalls that serve Downtown employees, customer, and visitors. The structure, at over 50 years old, is eligible for historic designation locally and through the National Register of Historic Places. The structure is in nearing the end of its functional life and without major renovations and structural improvements it will not be functional. The owners, the City, the DSP, and other partners should pursue the renovation of the Parkade as a cultural and architectural icon. Options for preservation may include preserving the existing parking, adaptive reuse or potentially redevelopment that would likely include a parking component.

W02.3 ACTION: Develop and maintain parking revenue scenarios for on-street parking to effectively implement parking demand management and new technologies in the Paid Parking Zone.

The Downtown Parking Study recommended strategies to adjust rates for on-street parking to improvement management, diversify parking revenue, invest in new technology, and enhance net meter Agenda, may revenue to support parking, public space, and mobility improvements in Downtown. Rates should be adjusted based on managing demand and aligning with off-street rates while allowing for investments in the parking system to improve the user experience in Downtown.

Note: RES 2021-54, on 7/12/2021 City Council Current affect this section.

WO2.4 ACTION: Leverage City investments in parking technology to facilitate a dynamic and flexible offstreet shared parking program.

The City of Spokane does not currently have a major role in owning or managing public off-street parking in Downtown. The majority of off-street parking is privately owned and maintained resulting in a fragmented system and poor user experience at some facilities. The City is planning technology improvements for the on-street system that should be accessible to off-street parking facility owners and operators to create a unified shared parking program. The City and DSP should also consider development of a shared parking brand for Downtown that can be used for communications, marketing, and wayfinding to improve awareness and access to off-street parking.

W03 STRATEGY: Develop new promotions and marketing campaign to attract downtown businesses

The Spokane region has a strong marketing campaign for tourism that includes Downtown but is focused more broadly. Downtown would benefit from a new marketing and promotions plan to attract businesses and employers to Downtown by highlighting the many amenities, easy access, parking options, proximity to Riverfront Park, and plans for Downtown.

WO3.1 ACTION: Develop a Downtown specific promotions and marketing campaign led by DSP, in partnership with other organizations that have a presence Downtown.

Note: RES
2021-54, on
7/12/2021
City
Council
Current
Agenda,
may affect
this
section.

The DSP should lead a collaborative effort to promote Downtown to businesses and major employers both in the region and around the country by highlighting the many assets and opportunities in Downtown. Downtown Spokane enjoys relative affordability, amazing access to the outdoors, a strong sports, arts, and culture scene, historic architecture, and many great surrounding neighborhoods. This should include cooperative marketing with Greater Spokane Incorporated (GSI), the City, Visit Spokane, the Downtown Spokane Partnership (DSP) and Business Improvement District (BID), Health Sciences Campus, and Univ. District that connects with regional branding efforts.



The VisitOKC site for Oklahoma City, OK is more focused on the City and Downtown than the surrounding region.

Calgary, AB has an active campaign to attract employers and talent to the City.



WO3.2 ACTION: Enhance funding for Downtown programming, wayfinding and promotions through partnerships.

A source of funding for programming, wayfinding, and promotions is currently a challenge in Downtown. The City, DSP, and other partners should pursue additional funding sources such as net parking meter revenue, grants, private sector partnerships, and revenue from events to support these efforts in the future.

WO3.3 ACTION: Connect sponsors with organizations that host events Downtown.

DSP is uniquely positioned to connect local businesses and organizations who may be interested in hosting events Downtown as well as supporting those events directly. Additional festivals and community celebrations may be possible through better funding and addressing the needs of public safety at events. Organizations that host events may need support resuming large-scale public gatherings Downtown through the COVID-19 economic recovery and beyond.



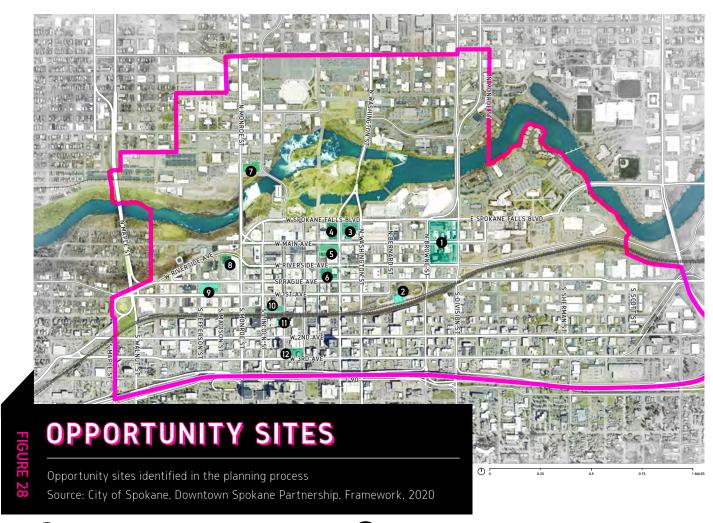
The annual Bloomsday run through Downtown and nearby neighborhoods in May

The Inland Northwest Car Club Council's annual Downtown Car Show held in Spokane every July.



OPPORTUNITY SITES

The strategies and actions in the previous sections reference various opportunity sites in Downtown Spokane. The 12 opportunity sites designated in the plan have retained some sites from the past plan which may still serve as long term goals, and new sites that are vacant, underutilized, or in use as surface parking. Each of these sites has the potential to serve the community in different ways - as public space, mixed use development that integrates public uses and benefits, and affordable space for local businesses and organizations. These sites are shown in the map below and summarized in the following pages.



- EAST END PUBLIC SPACE
- 2 INTERMODAL CENTER
- 3 MAJOR DOWNTOWN SITE A
- 4 MAJOR DOWNTOWN SITE B
- 5 PARKADE + PARKADE PLAZA
- 6 ROOKERY BLOCK

- **7** BOSCH LOT
- 8 CHANCERY BUILDING
- 9 GREYHOUND TERMINAL
- **10** STEAM PLANT PARKING LOT
- 11 STEAM PLANT SUBSTATION
- 12 NEW AVISTA SUBSTATION

- **East End Public Space:** Downtown's East End has a number of active uses along W Main Ave that could benefit from and help activate a public space. A substantial public space with adjacent active uses should be a priority, as any plans for new development or redevelopment move forward in the four blocks to the north and south of Main Ave between Bernard and Division Streets.
- 2 Intermodal Center: The Intermodal Center is an opportunity for the City to help create and preserve workspace that can act as an incubator for small businesses or organizations that may not be able to afford their own space Downtown. Unused spaces in the Intermodal Center could be converted to co-working or individual business spaces, for organizations that rely less on foot traffic in partnership with organizations that help fledging businesses in and around Downtown like Terrain and DSP.
- Major Downtown Sites A + B: These two surface parking lots with mixed ownership are in an ideal location for infill development that could help energize the edge along Riverfront Park and two central blocks of Main Avenue. The City and DSP can support infill development with an economic and pro forma analysis to determine what development programs could work on the site from a financial perspective, and whether existing development regulations are an impediment to development. The City can also play an active role in redevelopment through a public/private partnership.
- Parkade + Parkade Plaza: The Parkade is an important reservoir of structured parking Downtown and an architectural landmark. DSP should work to preserve the structure with over 900 parking spaces and reinvigorate the Parkade Plaza that connects to the alley running through the center of Downtown. The design of the structure's street level is key to activating both the Parkade Plaza and surrounding streets, and the rehabilitation of the Parkade structure should consider the design of ground level spaces to create more of a relationship with the Plaza and pedestrian space along W Main Ave.
- Rookery Block: The Rookery Block is another centrally located surface parking lot, surrounded by larger office buildings in Spokane's Downtown Core. The City and DSP can support infill of the site with economic and financial analysis and can help effectuated development of this and other priority sites with public/private partnerships. This site is an opportunity to support a more active Downtown with space for ground-floor retail and cultural uses.
- **Bosch Lot:** The Bosch Lot is Spokane Parks Department property currently in use as a surface parking lot over a combined sewer overflow facility recently constructed by the City and is a site of tribal significance for the Spokane people. This lot is subject to Washington State Department of Conservation restrictions in terms of use, with limited potential for non-residential redevelopment. The City should work in consultation with the Spokane Tribe of Indians to develop a master plan for the site that honors its significance to the Tribe.

- 8 Chancery Building: The Chancery Building is a historic three-story building on Riverside Ave that was once home to the Roman Catholic Diocese of Spokane and is now vacant. The building is an opportunity for restoration and adaptive reuse of the structure or redevelopment that is respectful of the historic building and its context.
- **9 Greyhound Terminal:** Spokane's former Greyhound Terminal between Sprague and 1st is an excellent opportunity to link the West End and the Downtown Core with redevelopment that supports nearby cultural uses and can complement the developing district in the West End. The site is large enough to support small public spaces on 1st or Sprague that can meet neighborhood needs for open space within a few blocks of the site, and can help connect the Fox Theater and venues in the core of Downtown to the West End. Like the Parkade, this site is eligible for local and national register listing and could take advantage of tax incentives if rehabilitated or as an adaptive reuse.
- Steam Plant Parking Lot: The existing surface parking lot fronting Railroad Alley Avenue between Post and Lincoln Streets lies near hotels and entertainment venues on the north side of the railroad, an ideal location for correlated and supporting development including mixed office, retail, and/or residential development and privately or publicly owned public space. This half block adjoins the two railroad undercrossings at Post and Lincoln, offering a critical pedestrian connection to the Downtown Core from the neighborhoods to the south and restaurants and other attractions in the South Side.
- Steam Plant Substation: Avista Utilities intends to relocate its existing substation south of the railroad, opening up the lot directly east of Steam Plant Square for potential development fronting S Post St and Steam Plant Alley. This is an opportunity to enliven the Post St frontage and complement anchoring nearby restaurants and entertainment uses.
- New Avista Substation: Downtown's South Side will continue to grow and see both opportunity and demand for active public spaces and/or cultural spaces to be integrated with new development and investment. The planned substation at the northeast corner of W Third Ave and S Post street could integrate public space, cultural space or other amenities as part of development. These placemaking elements can help bring enliven this part the South Side near an area with more intact Downtown buildings with some active dining retail and service uses.





IMPLEMENTATION + ACTION PLAN

Based on the goals and vision in the plan, and the value of projects in the past ten years (outside of Riverfront Park), the following 15 priority actions will be possible within the next ten years

Downtown based on the cost of implementation: \$ = up to \$50k, \$\$ - \$50k to \$500k, \$\$\$ =Greater than \$500k

FUNDING SOURCES

Transportation Improvement Program (TIP):

The City's TIP is the primary mechanism for prioritizing transportation projects for funding. Projects may be funded by a combination of local and outside funding sources, but all major transportation capital projects must be listed on the TIP to be in the queue for funding. As the regions Metropolitan Planning Organization (MPO) and the Spokane Regional Transportation Council receives and administers federal transportation funds through its Transportation Improvement Program (TIP). Cities and public agencies may apply to have their projects be included in the TIP or other grants as federal funds are available.

Business Improvement District (BID): The BID is managed by the Downtown Spokane Partnerships and provides funding through an additional property tax on Downtown properties to fund downtown management activities.

Downtown Spokane Community Investment Group (DCIG): The newly formed DCIG has access to the public bond market to fund projects that include a public component. The DCIG is focused on

economic related activities in Downtown such as real estate development and parking.

Washington Transportation Improvement Board (TIB) Complete Streets Program (CS): The TIB has a complete streets program to fund local complete streets projects including planning, design, and construction. To be eligible cities must have an adopted complete streets ordinance. Program funding was suspended in 2020 due to COVID-19 but may be reauthorized again in 2021.

Community Economic Revitalization Board (CERB): The CERB provides funding for economic development related projects including planning studies and investments in infrastructure to support job creation.

Capital Improvement Program (CIP): The City's CIP can support a wide range of potential capital projects such as land acquisition, parks and open space improvements, lighting improvements, and others. The general CIP has less constraints on the types of projects that can be funded compared to utility enterprise funds that are restricted to utility projects.

Parking and Business Improvement Area (PBIA): The PBIA receives funding from on-street parking revenue consisting of approximately \$250k annually that could be used to support

implementation of the Downtown Plan.

Parking Revenue (PR): City parking revenue, primarily for on-street facilities, could be used to fund downtown improvements and other planning studies such as exploration of a Transportation Management Association (TMA) as was recommended in the Downtown Parking Study. Approximately \$250k is currently provided annually to the Parking and Business Improvement Area.

STGB Set Aside (formerly TAP) (STGB): The STP Set Aside program uses federal funds to provide funding for on- off-road facilities for pedestrians and bicyclists, traffic calming measures, and projects that comply with the Americans with Disabilities Act (ADA). Funds are administered through the Spokane Regional Transportation Council (SRTC).

Washington Public Works Trust Fund (PWT): The public works trust fund provides low interest loans to cities and public agencies for capital projects. The funding is subject to authorization by the legislature and therefore funding levels are subject to changes over time.

Councilmanic Bond (CB): Councilmanic bonds utilize existing revenues, typically in the general fund, to finance major investments such as capital projects without requiring an increasing in local taxes.

Project Funding (PF): The City's project funds have the ability, depending on available resources, to fund a wide array of downtown planning activities including staff time, planning projects, design, and public outreach.

Utility Funds (UF): City of Spokane utility funds can support the utility portions of major capital projects such as utilities associated with a major street reconstruction.

Transportation Improvement Board (TIB) Urban Programs (TIB-UP): The WA TIB provides grants through it's Urban Program including urban arterials, sidewalk programs, arterial preservation program, and Relight Washington focused on energy efficient lighting.

ArtPlace (AP): Artplace is a national non-profit committed to supporting arts, culture, and creative placemaking. ArtPlace provides targeted grant programs on specific topics and while no grant programs appear active at this time future funding could provide an opportunity for the City of Spokane.

WA Department of Commerce Grants (DC): The WA Department of Commerce provides grants periodically on a range of topics such as the recent grant program for housing action plans to increase the availability of housing in the state. The City of Spokane should monitor future grant opportunities to support implementation of the Downtown Plan.

PRIORITY ACTIONS

CW1.1 ACTION: Transform low traffic streets that are oversized for projected traffic by converting vehicle travel lanes to other uses in target locations such as high-quality bike facilities, expanded public spaces, and on-street parking.

AGENCIES: City, Spokane Transit Authority FUNDING SOURCES: CS, AP, STGP, PF

CW1.2 ACTION: Develop a transportation plan specific to Downtown that considers multiple modes and addresses facility designs, locations, priorities, and funding.

AGENCIES: City, Spokane Transit Authority

FUNDING SOURCES: PF, TIP

CW1.3 ACTION: Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown.

AGENCIES: City, DSP

FUNDING SOURCES: PF, TIP, BID

CW1.4 ACTION: Protect use of alleys for service access and improve certain alleys as pedestrian spaces, where improvements add to connections and active spaces Downtown.

> **AGENCIES:** City **FUNDING SOURCES: PF**

CW3.4 ACTION: Actively pursue redevelopment of surface lots.

AGENCIES: City, DSP

FUNDING SOURCES: CERB, PF, PBIA, DCIG

CW4.2 ACTION: Improve pedestrian experience and safety at undercrossings beneath the rail viaduct and I-90 with targeted interventions.

AGENCIES: City

FUNDING SOURCES: TIP, AP, PBIA, CS

ACH2.1 ACTION: Improve and activate the streetscape and public realm to support cultural venues.

AGENCIES: City, DSP

FUNDING SOURCES: PR. PF. PBIA. BID

ACH3.1 ACTION: Identify sites Downtown for infill development that can help foster small businesses, local start-ups, and arts and culture uses and organizations.

AGENCIES: City, Spokane Arts, Terrain

FUNDING SOURCES: PF

LWP1.1 ACTION: Develop a thorough understanding of on-site conditions and update market demand studies around opportunity sites.

AGENCIES: City, DSP

FUNDING SOURCES: CERB, GF, BID

ACTION: Create an integrated network of small parks and public spaces outside of Riverfront

LWP2.2 Park.

AGENCIES: City, DSP

FUNDING SOURCES: CIP. GF. PBIA. PR. BID

LWP3.4 ACTION: Pursue redevelopment of Note: RES the existing surface parking lots in 2021-54, on the DTC-100 Zone along Spokane 7/12/2021 City Falls Boulevard. **AGENCIES:** City, DSP

Council Current Agenda, may affect this section.

FUNDING SOURCES: PF, CERB, BID

LWP4.3 ACTION: Implement Transportation Demand Management (TDM) strategies.

> AGENCIES: City, DSP, Spokane Transit Authority, Spokane County Commute Trip **Reduction Program**

FUNDING SOURCES: PR, PF, PBIA

ACTION: Strategically program and activate PS1.1 public spaces Downtown.

AGENCIES: City, DSP

FUNDING SOURCES: PBIA. PR. PF. BID

WO1.1 ACTION: Develop the organizational capacity and partnerships to actively manage and program public spaces.

AGENCIES: City, DSP

FUNDING SOURCES: PF. PBIA. BID

WO3.3 ACTION: Connect sponsors with organizations that host events Downtown.

AGENCIES: DSP

FUNDING SOURCES: PBIA. BID

NUM	IBER	ACTION	GOAL	AGENCY	COST / FUNDING
	V1.1 ority)	Transform low traffic streets that are oversized for projected traffic by converting vehicle travel lanes to other uses in target locations such as high-quality bike facilities, expanded public spaces, and on-street parking.	Connected and Walkable	City, STA	\$\$\$
	/1.2 ority)	Develop a transportation plan specific to Downtown that considers multiple modes and addresses facility designs, locations, priorities, and funding.	Connected and Walkable	City, STA	Staff Time
	V1.3 ority)	Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown.	Connected and Walkable	City, DSP	Staff time
	/1.4 ority)	Protect use of alleys for service access and improve certain alleys as pedestrian spaces, where improvements add to connections and active spaces Downtown.	Connected and Walkable	City	\$\$
CW	/1.5	Implement streetscape improvements in this Plan on the Howard Street Corridor, with elements of public art and wayfinding, in coordination with infill development.	Connected and Walkable	City, Community Organizations, Private Sector	\$\$
CW	/1.6	Build a more complete tree canopy along Downtown corridors and continue work to bury utilities.	Connected and Walkable	Avista, City	\$\$\$

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
CW1.7	Study ramping and access to the Maple Street Bridge and surrounding intersections for potential reconfiguration and design that reconnects Browne's Addition to Downtown, creates a safe environment for people walking and biking, and continues the planned cultural trail on First Ave west.	Connected and Walkable	City, Spokane Transit	Staff Time, Possible consultant support
CW1.8	Reconfigure one-way streets with low traffic volume that do not tie into a Downtown freeway interchange as part of long-term changes to the transportation network Downtown and avoid further conversions to one-way street couplets.	Connected and Walkable	City, Spokane Transit	Staff Time
CW1.9	Integrate bike parking into Downtown streets and parking facilities.	Connected and Walkable	City	\$\$
CW1.10	Improve the street lighting system Downtown, filling gaps and replacing aging fixtures with pedestrian-scale and roadway lighting that create a safer nighttime environment Downtown.	Connected and Walkable	Avista, City	\$\$\$
CW1.11	Enhance the skywalk system's connections to the street and concentrate skywalks in the Downtown Core, limiting expansion, particularly along important view corridors.	Connected and Walkable	City	\$\$ to \$\$\$
CW1.12	Update development standards for Downtown Complete Street Designations can support and sustain active street edges.	Connected and Walkable	City	Staff Time

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
CW2.1	Integrate City Line transit stations and the STA Plaza into plans for street improvements and other active transportation investments Downtown.	Connected and Walkable	City, Spokane Transit	\$\$ to \$\$\$
CW2.2	Improve bike connections Downtown with improved facilities connecting to the City Line together with new pedestrian amenities.	Connected and Walkable	City, Spokane Transit	\$ - Temporary \$\$\$ - Capital Project
CW3.1	Develop a program to use the edges of surface parking lots for active uses, programming, and events such as food trucks, vendors, and farmers markets.	Connected and Walkable	City	Staff Time
CW3.2	Prohibit new surface parking lots in the Downtown Core, East End and West End.	Connected and Walkable	City	Staff Time
CW3.3	Discourage surface parking lots along the frontage of Type III and Type IV Complete Streets between the building and street throughout the Downtown.	Connected and Walkable	City	Staff Time
CW3.4 (Priority)	Actively pursue the redevelopment of surface parking lots.	Connected and Walkable	City, DSP	\$ to \$\$\$
CW4.1	Develop a wayfinding plan for Downtown with priority locations and signage elements that ties into the County's Wayfinding Project and elements of the cultural trail.	Connected and Walkable	City	\$\$
CW4.2 (Priority)	Improve pedestrian experience and safety at undercrossings beneath the rail viaduct and I-90 with targeted interventions.	Connected and Walkable	City	\$\$
ACH1.1	Tell stories about Spokane's local history and architecture using creative methods.	Thriving Arts, Culture, and Historic Places	City, Spokane Arts	\$ to \$\$

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
ACH1.2	Preserve historic structures and bridges and incentivize adaptive reuse of older structures that contribute to Downtown's historic character.	Thriving Arts, Culture, and Historic Places	City	\$\$ to \$\$\$
ACH1.3	Develop design guidelines for downtown that help create a good fit between new development and Downtown's historic structures.	Thriving Arts, Culture, and Historic Places	City	Staff Time, potential consultant
ACH1.4	Pursue the idea of a cultural trail that links signature sites and activates streets with the intent of drawing visitors and investment.	Thriving Arts, Culture, and Historic Places	City, Spokane Arts	\$\$ to \$\$\$
ACH2.1 (Priority)	Improve and activate the streetscape and public realm to support cultural venues.	Thriving Arts, Culture, and Historic Places	City, DSP, Spokane Arts	\$ to \$\$\$
ACH2.2	Work with artists and local property owners to create and maintain temporary art installation and facilitate activation of cultural spaces to energize Downtown and support artists.	Thriving Arts, Culture, and Historic Places	City, DSP, Spokane Arts	\$
ACH2.3	Explore incentives for preserving cultural space and creating new space for arts and cultural uses Downtown.	Thriving Arts, Culture, and Historic Places	City, Spokane Arts	Staff Time
ACH2.4	Evaluate how the City's development regulations and permitting process can support cultural space and public art.	Thriving Arts, Culture, and Historic Places	City	Staff Time
ACH2.5	Identify and reduce barriers for cultural events Downtown.	Thriving Arts, Culture, and Historic Places	City, Spokane Arts	Staff Time
ACH3.1 (Priority)	Identify sites Downtown for infill development that can help foster small businesses, local start-ups, and arts and culture uses and organizations.	Thriving Arts, Culture, and Historic Places	City, Spokane Arts, Terrain	Staff Time

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
ACH3.2	Identify underutilized properties that could serve as affordable workspaces for organizations that are less reliant on foot traffic.	Thriving Arts, Culture, and Historic Places	City, Spokane Arts, Terrain	Staff Time
LWP1.1 (Priority)	Develop a thorough understanding of on-site conditions and update market demand studies around opportunity sites.	A Great Place to Live, Work, and Play	City, DSP	\$ to \$\$
LWP1.2	Develop public/private partnerships, potentially with the assistance of a public development authority, to acquire and assemble property to support redevelopment Downtown.	A Great Place to Live, Work, and Play	City, DSP	\$
LWP1.3	Build site-based partnerships with affordable housing developers and transitional housing providers into public projects and infill development and engage these organizations in economic analyses of how an affordable housing program can be implemented in Spokane's real estate and development market.	A Great Place to Live, Work, and Play	City, DSP	Staff Time
LWP1.4	Explore ideas to strengthen incentives for multi-family development and rehabilitation of historic structures Downtown	A Great Place to Live, Work, and Play	City Staff Time	Note: RES 2021-7/12/2021 City Converent Agenda, this section.
LWP2.1	Develop ground floor standards for residential, retail, office, live/work, and civic uses.	A Great Place to Live, Work, and Play	City	Staff Time
LWP2.2 (Priority)	Create an integrated network of small parks and public spaces outside of Riverfront Park	A Great Place to Live, Work, and Play	City, DSP	\$\$ to \$\$\$
LWP2.3	Support existing businesses Downtown and build upon emerging activity centers with complementary retail and active uses.	A Great Place to Live, Work, and Play	City, DSP	\$ to \$\$\$

	NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
	LWP3.1	Maintain and apply zoning designations based on criteria that address the surrounding context and desired land uses with a focus on street level uses.	A Great Place to Live, Work, and Play	City	Staff time
	LWP3.2	Ensure signage standards are consistent with land use context and corridor character.	A Great Place to Live, Work, and Play	City	Staff time
	LWP3.3	Ensure redevelopment projects contribute to streetscapes and good urban design.	A Great Place to Live, Work, and Play	City	Staff Time
it rr ay	ent LWP3.4 (Priority)	Pursue redevelopment of the existing surface parking lots in the DTC-100 Zone along Spokane Falls Boulevard.	A Great Place to Live, Work, and Play	City, DSP	Staff Time, Potential Consultant
	LWP4.1	Integrate new development Downtown with transit facilities and promote transit supportive development around high-capacity transit.	A Great Place to Live, Work, and Play	City	\$\$\$
	LWP4.2	Reduce regulatory barriers to shared parking including expanding off-site parking shed limits.	A Great Place to Live, Work, and Play	City	Staff time
	LWP4.3 (Priority)	Implement Transportation Demand Management (TDM) strategies.	A Great Place to Live, Work, and Play	City, Spokane Transit, DSP, Spokane County Commute Trip Reduction program	\$\$
	LWP5.1	Integrate Green Stormwater Infrastructure (GSI) into public street and building projects and encourage green stormwater strategies to retain and treat runoff on-site as part of private development.	A Great Place to Live, Work, and Play	City	\$\$ to \$\$\$
	LWP5.2	Promote energy efficiency in new construction and rehabilitation of historic buildings.	A Great Place to Live, Work, and Play	City	Staff Time

Note: RES 2021-54, on 7/12/2021 Ci Council Cur Agenda, may affect this section.

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING	
LWP5.3	Mitigate the urban heat island effect Downtown in order to reduce vulnerability to extreme heat events.	A Great Place to Live, Work, and Play	City	Staff Time	
LWP5.4	Support a healthy local food system, with readily available fresh food and locally produced food.	A Great Place to Live, Work, and Play	City	Staff Time	
PS1.1 (Priority)	Strategically program and activate public spaces Downtown.	Welcome and Engaging Public Space	DSP	\$ to \$\$	
PS1.2	Create new active uses on streets and in storefronts.	Welcome and Engaging Public Space	City	Staff time	
PS1.3	Continue the presence of a fully staffed, centralized downtown precinct.	Welcome and Engaging Public Space	City Staff time	Note: RES 2021-56 7/12/2021 City Col Current Agenda, r this section.	uncil
PS2.1	Create protections to retain public spaces, ensure existing and new public spaces are well used and maintained, and develop a specific set of criteria to evaluate alley vacation or acquisition based on public benefit and access.	Welcome and Engaging Public Space	City	Staff Time	
PS2.2	Revitalize Parkade Plaza as the active place it was in a previous era, with its distinctive style of architecture and surrounding active uses.	Welcome and Engaging Public Space	DSP	\$\$	
PS2.3	Rename and improve the alley between W Main Ave and W Riverside Ave to transform a neglected space into a distinctive pedestrian space. This alley renovation can be a model for other alleys Downtown.	Welcome and Engaging Public Space	City	Staff Time	
PS2.4	With the redesign of Wall Street for transit use, retain the pedestrian scale of the street and focus on bringing active uses to the street level.	Welcome and Engaging Public Space	City, Spokane Trans	it Staff Time	

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
PS2.5	Pursue a public plaza space in the East End of Downtown.	Welcome and Engaging Public Space	City	\$\$
PS2.6	Pursue a public/private partnership to develop sites such as the Rookery Block with public spaces in conjunction with new development.	Welcome and Engaging Public Space	City, DSP \$\$\$ 7	lote: RES 2021-54, o /12/2021 City Counc Current Agenda, may ffect this section.
PS2.7	Design public spaces for accessibility that meets or exceeds ADA requirements.	Welcome and Engaging Public Space	City	Staff Time
PS2.8	Consider Crime Prevention Through Environmental Design (CPTED) in future public and private development Downtown and implement CPTED principles as a partnership between the City and DSP.	Welcome and Engaging Public Space	City	Staff Time
W01.1 (Priority)	Develop the organizational capacity and partnerships to actively manage and program public spaces.	A Well- Organized Downtown for All	DSP, City	Staff time
W01.2	Provide adequate staffing resources and establish an interdepartmental team to lead coordination and implementation of the Downtown Plan and future planning efforts.	A Well- Organized Downtown for All	City	Staff Time
W01.3	Enhance the role of the new Downtown Spokane Community Investment Group (DCIG).	A Well- Organized Downtown for All	DSP	Staff time, Potential for consultant support
W01.4	Explore the feasibility of establishing a Transportation Management Association (TMA).	A Well- Organized Downtown for All	City, DSP, STA	\$\$

NUMBER	ACTION	GOAL	AGENCY	COST / FUNDING
W01.5	Monitor housing and shelter for low-income residents experiencing homelessness.	A Well- Organized Downtown for All	Staff time, Potential City, DSP for consultant support	Note: RES 2021-54, on 7/12/2021 City Council Current Agenda, may afthis section.
W02.1	Use the existing Downtown Spokane Community Investment Group (DCIG) Community Development Corporation, or a Public Development Authority to develop structured parking and manage existing facilities.	A Well- Organized Downtown for All	DSP	\$\$\$
W02.2	Work with the property owners to proactively address the future of the Parkade building and site.	A Well- Organized Downtown for All	DSP	Staff time
W02.3	Develop and maintain parking revenue scenarios for on-street parking to effectively implement parking demand management and new technologies in the Paid Parking Zone.	A Well- Organized Downtown for All	City	Staff time
W02.4	Leverage City investments in parking technology to facilitate a dynamic and flexible off- street shared parking program.	A Well- Organized Downtown for All	City, DSP	Staff Time, \$\$
W03.1	Develop a Downtown specific promotions and marketing campaign led by DSP, in partnership with other organizations that have a presence Downtown.	A Well- Organized Downtown for All	DSP	\$ to \$\$\$
W03.2	Enhance funding for Downtown programming, wayfinding and promotions through partnerships.	A Well- Organized Downtown for All	DSP	\$\$
W03.3 (Priority)	Connect sponsors with organizations that host events Downtown.	A Well- Organized Downtown for All	DSP	Staff Time

MEASURES OF SUCCESS

The success of the Downtown Plan depends on the ability to implement the plan, track progress, and adapt as needed to fulfill the goals of the plan. The measures of success defined below relate to the plan goals and are indicators of how effectively the plan is being implemented. These indicators reflect how strategies such as activating and expanding public space, adding low-street bike facilities, new street trees, safe street lighting, and a thriving economy are working.

The measures of success should be tracked and included in an annual check-in on plan progress that is communicated to the public. Other communication approaches such as the use of social media, a video, a survey, or other method should be considered to boost awareness of the plan and progress in Downtown.

MEASURE	SUMMARY	RELATED STRATEGIES	HOW IT'S MEASURED
# of New Low- and Moderate Income (80% AMI) Affordable Housing Units	New rental and for-sale affordable housing developed within the Downtown boundary.	LWP1	# of new units available for occupancy annually
	New residential units within the Downtown boundary.	LWP1	# of new units available for occupancy annually
Office Vacancy Rate	Office vacancies have been high in recent years and this would track progress towards decreasing office vacancy and tracking trends related to impacts from COVID.	LWP3, WO3	% of vacant offices
New Commercial Space	Commercial space for office, retail, industrial and other similar uses, excluding civic and public uses.	LWP3, WO3	Gross SF of new commercial space
Retail Vacancy Rate	The amount of vacant retail square footage Downtown can help provide an understanding how retail have weathered the COVID crisis, and how the retail market is responding to preexisting trends like growth in online retail, and pressure from rising rents.	LWP3, WO3	% of vacant retail square footage

MEASURE	SUMMARY	RELATED STRATEGIES	HOW IT'S MEASURED
Acres of Surface Parking Redeveloped	The Downtown plan aims to promote the redevelopment of surface parking lots and this metric would track progress on that goal.	CW3	Acres of surface parking redeveloped into other uses
New Downtown Public Art Projects	Public art projects may include murals, sculptures, temporary installations, lighting, projection, and other media in the public realm. A simple count of new public art projects can help track progress in integrating these projects into public spaces.	ACH1-3	Number of new public art projects
Miles of New Low-Stress Bike Facilities	Low stress bike facilities include some measure of protection such as buffers, markers, parked vehicles, planters, and off-street trails. These facilities should be suitable for most adults classified as "interested but concerned" or for all ages and abilities, targeting a level of traffic stress of 1-2. Level of traffic stress criteria can be found here: http://www.northeastern.edu/peter.furth/research/level-of-traffic-stress/	CW1, CW2	Miles (including both side of the street) of new protected or other high- quality bike facilities.
Historic Buildings Renovated or Rehabilitated	This includes buildings that have a current use or were previously vacant. A minimum investment of 25% of the assessed value of the structure, excluding land, prior to rehabilitation will qualify.	ACH1	Number of buildings listed or eligible for listing on the local or national register that have been substantially renovated or rehabilitated.
Federal Historic Tax Credit	20% dollar for dollar credit back to the investor in a historic project within the downtown.	ACH1	Dollars credited to investors with historic projects in Downtown
Acres of Public Space Activated	The plan calls for the creation of an ongoing programming and activation effort in public spaces Downtown. To qualify spaces must be activated a minimum of 150 days per year.	PS1-2	Acres of public space that has been active on a regular basis. Excludes on- time or short-term events.

MEASURE	SUMMARY	RELATED STRATEGIES	HOW IT'S MEASURED
Street Trees Planted	Due to sidewalk vaults and other challenges some areas of Downtown do not have street trees. This metric will track the progress on creating a more complete network of street trees.	CW1, LWP5	Number of new street trees, excluding those that have been replaced.
Hotel/Motel Tax Receipts in Downtown	Hotel and Motel tax receipts track stays in Downtown and funds may be used to support economic development and tourism activities including promotions.	LWP3, WO3	Gross Hotel/Motel Tax Receipts
New Parklets	Some areas of Downtown lack public space and the need for outdoor space has increased due to COVID. This metric will track the total number of new parklets and parklets would also qualify as new public space under that metric.	PS1-2	Number of new parklets installed Downtown.
Total Amount of Capital Investments in Downtown	Capital investments are a common metric to track public investment in Downtown. Projects such as the Riverfront Park renovation, the University District Gateway Bridge, and the upcoming Riverside Improvements would be included.	CW1-2, LWP2, PS1, W02	Total gross spending on capital projects in the planning area.
Downtown Events	Spokane has many successful Downtown events such as Hoopfest, the Lilac Festival, and many others. This metric will track the number of events held annually in Downtown.	W01, LWP2, PS1-2	Total number of Downtown events on an annual basis
Happiness Factor	This qualitative metric addresses how people feel in public space in Downtown and the overall urban experience. This metric builds off the content discussed in the book Happy City.	ACH1-2, PS2	Annual intercept survey of people in Downtown
Acres of New Public Space	Some areas of Downtown are lacking in smaller scale public spaces like, plazas, parklets, pocket parks, and other spaces. This metric will track progress toward expanding public space, including privately owned public space, and new pedestrian spaces in the right of way.	PS1	Total gross acres of new public space

MEASURE	SUMMARY	RELATED STRATEGIES	HOW IT'S MEASURED
Parking and Business Improvement Area (PBIA) On- Street Parking Net Revenue	The PBIA receives net meter revenue for on-street parking. Net meter revenues above the costs to maintain and operate the parking system. Funds may be used to improve Downtown related to parking and mobility and this metric will track trends in revenue on an annual basis.	W02	Net revenues collected by the PBIA from on-street parking meters.
Acres of Green Stormwater Infrastructure	Opportunities for green stormwater infrastructure may be limited in Downtown but opportunities could arise for integration with new development, as part of new infrastructure projects, or incorporated into new public spaces.	LWP5	Total acres of new green stormwater infrastructure such as rain gardens and similar elements
	Downtown would benefit from a shared parking program with common branding, technology, and management as called for the Downtown Parking Study. This metric will track the number of public parking stalls that participate in the program once it's launched.	W02, LWP4	New public parking stalls on an annual basis
Downtown Crime Statistics	Crime statistics are already tracked by the Spokane Police Department for Downtown and this would incorporate the quarterly or annual data into the Downtown Plan Annual Check-In.	LWP1, LWP2, W02, W01	Number and types of crimes on an annual basis to monitor trends
New or Improved Street Lights	Some areas of Downtown lack adequate lighting and need either new or replaced streetlights using modern energy efficient fixtures. This metric will track the number of new or replaced streetlights in Downtown by location.	LWP2, CW2	New or replaced streetlights in Downtown

MEASURE	SUMMARY	RELATED STRATEGIES	HOW IT'S MEASURED
Mode Share for Downtown Commuters	Spokane's transportation agencies have worked to shift mode share for commuters in the City and region away from single-occupancy vehicles. The share of people commuting Downtown by alternative modes is an indicator of how successful transit, walking and biking investments have been helping commuters consider other modes of travel.	LWP3, LWP5	Self-administered Survey
Number of Multicultural Events	Multicultural events would be those organized by groups predominantly run by people of color, or events where people from a particular ethnic group or culture share through the arts, food, storytelling or other means. Sharing through events should strengthen the various communities themselves, and the broader Spokane community.	ACH2, WO3	Number of events
and Number of Free and Low-	Everyone should be able to participate in arts and cultural events regardless of income. Low-cost events could include those for \$10 and under per family.	ACH3, LWP1, WO3	Number of free events, number of low cost events
Owned by	New businesses include retail and other businesses with office space Downtown. A healthy Downtown will include a diverse set of business owners, and encourage that diverse ownership with support as needed.	LWP1, WO3	Number of new businesses owned by people of color

PHOTO CREDITS

Photographer or firm listed by page and position to be completed when images are finalized.

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	Bottom: DSP	
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PG76: SECTION 5	Left: Leslie Schwartz	Right: City of Spokane
PG77: SECTION 5	NATCO	
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PG80: SECTION 5	Bottom: NAC Architecture, DSP	
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To: City Council Members

From: Nathan Gwinn, Assistant Planner

Date: 7/6/2021

Re: Corrections to Errors in Spokane Downtown Plan Draft

The planning team identified two drafting errors in the Plan Commission's May 12, 2021, hearing draft. These items, described below and attached, were left out in preparing the draft. I recommend correcting the errors by including these items in the final plan:

- Include the missing 2 sections from the previous February draft document: "The Plan," and "Implementation and Monitoring" in the Executive Summary on Page 5 of the plan. These are short descriptions that correspond to the descriptions of the other sections in the Executive Summary. The descriptions of these two sections were mistakenly left out of the draft that was the subject of the Plan Commission's May 2021 hearing.
- Include the **Upper and Lower Spokane Falls** as cultural sites to Figure 22, Cultural Sites Map on **Page 63** of the plan. The labels over these sites on the map would ensure they are included as sites of cultural significance, along with other places shown on that map.

The pages affected and insertions are shown with underlined text, attached.

[Note: Insert underlined text shown below:]

Planning Process

The City and Downtown Spokane Partnership began the process to update the Downtown Plan in 2018. The resources allocated to the plan update and the scope of work are significantly less than for the 2008 plan. Therefore, some of the bigger ideas that were developed during this effort will require further planning and public process.

The existing conditions report formed the basis of preliminary ideas, and best practices that were presented to the public at the initial public meeting in October 2019. A survey, released before the public meeting offered more opportunity for input on existing conditions, challenges and assets. These broader ideas were refined into a draft framework and specific set of goals, which were presented at a second public meeting in February 2020. A second public survey conducted at roughly the same time collected input on the draft framework and goals. The results of these engagements form the basis of this Plan. The City, Downtown Spokane Partnership and planning consultants held several meetings with a steering committee representing stakeholder groups throughout the process as well as a meeting with the Downtown Spokane Partnership board.

Plan Framework

The plan framework outlines overarching goals to guide Downtown Spokane as it continues to grow and evolve. These five goals represent vital parts of a vibrant Downtown that attracts and serves local visitors:

- A connected and walkable Downtown:
- Thriving arts, culture and historic places;
- A great place to live, work, and play:
- Welcoming and engaging public spaces for all; and
- A well-organized Downtown.

The Plan

The vision for the future of Downtown Spokane was formed around five goals mentioned above that were refined through community and stakeholder input on what the future of Downtown should look like. The Plan section includes specific policies and actions for each of these broader goals, bringing together and building on the City's planning, policy, and design projects to move Downtown Spokane toward an ambitious vision.

Implementation and Monitoring

The implementation section of the plan prioritizes the recommended actions to advance the Plan's vision, goals, and strategies, based on the ability to make an immediate impact toward achieving that vision, potential costs, and the timeframe for implementation. Measures of success detailed in this section will allow DSP and the City to track progress on implementation of the Downtown Plan. Some of these indicators correspond to specific strategies in the Plan and reflect the strides the City and DSP make toward the vision and goals of the Plan.

PLANNING PROCESS

[Note: Insert <u>underlined text</u> in map labels below:]

GOAL: THRIVING ARTS, CULTURE, AND HISTORIC PLACES

Downtowns are historically centers of commerce, civic life, arts and culture. At a time where retail has shifted from "bricks and mortar" toward online sales, the civic and cultural components of downtowns have increased in importance. Historic downtowns, like Spokane, have the irreplaceable assets of architectural fabric, human-scale and the stories of multiple generations.

The intent of strategies in this section is to:

Support arts and cultural uses as activators of Downtown and nurture artists and organizations that bring creative uses, especially as the city recovers from the effects of COVID-related shutdowns.

- Use arts, culture and history to highlight the unique aspects of Downtown Spokane, making it attractive to people who live, work and visit Downtown.
- Dedicate resources to arts planning and marketing and develop reliable funding streams for the arts in Spokane and make sure that creative uses are encouraged by City policies and procedures.



THE PLAN

NOTICE OF CITY COUNCIL PUBLIC HEARING PROPOSED COMPREHENSIVE PLAN AMENDMENT SPOKANE DOWNTOWN PLAN

(Proposed Ordinance No. C36080)

The Spokane City Council will hold a public hearing on Monday, **July 26, 2021, at 6:00 PM**, online via WebEx Meetings software and over the phone, to hear public testimony related to the Spokane Downtown Plan.

Due to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021 and related COVID 19 protocol, public meetings of the City Council are presently being held remotely. The meeting will be streamed live online and airing on City Cable 5. The public is encouraged to tune in to the meeting live on Channel 5, at https://my.spokanecity.org/citycable5/live. Any changes to the procedures that will be followed for this hearing will be posted on the City Council's website: https://my.spokanecity.org/citycouncil/meetings/. A notice containing call-in information will be included with the posted July 26, 2021, City Council Agenda packet. Agenda packets are posted at the following link: https://my.spokanecity.org/citycouncil/documents/. All persons interested in testifying at this hearing may do so remotely by following the instructions in the agenda packet. The public may also submit written comment as noted below.

<u>Description of Proposal</u>: The City of Spokane is proposing an amendment of the Comprehensive Plan through repealing and replacing the 2008 Downtown Plan: *Fast Forward Spokane: Downtown Plan Update*. The new subarea plan is a component of the existing Comprehensive Plan when adopted by reference. Designated for the Plan Commission's work program by City Council Resolution 2019-0010, the Spokane Downtown Plan includes a vision for future development and identifies five overarching goal categories, which contain specific policies and actions that reflect a public participation process since 2019. The policies and actions set by the new subarea plan are consistent with the direction of the Comprehensive Plan. Several potential amendments to the Plan Commission's recommended subarea plan version are identified in Resolution 2021-0054 in the July 12, 2021 agenda packet at the link noted above.

<u>Location</u>: The new Spokane Downtown Plan document provides policy guidance for the City of Spokane 2021 Downtown Planning Area (a subarea of the Comprehensive Plan) and is effective area-wide. The new area incorporates the area of both the 2008 Downtown Plan and the 2020 South University District Subarea Plan: Boone Ave to the **north**; Interstate 90 to the **south**; BNSF Railway/Maple St/Cedar St/Adams St to the **west**; parcels fronting Ruby St, a parcel fronting North River Dr, the Spokane River, a line extended from Scott St, BNSF Railway, and Interstate 90 Exit 282 (Hamilton St interchange) westbound on-ramp to the **east**. Map available online at http://my.spokanecity.org/projects/downtown-plan-update/

<u>Plan Documents</u>: The draft plan document and other documents relating to this subarea plan amendment are available for viewing at the City of Spokane webpage for the proposal: https://my.spokanecity.org/projects/

<u>Public Comment</u>: Written comments and oral testimony at the public hearing will be made part of the public record. **Only the applicant, persons submitting written comments, and persons testifying at a hearing may appeal the decision of the City Council.**

Any person may submit written comments on the proposed actions, provide public comment at the public hearing, or call for additional information:

Planning and Economic Development Services Department Attn: Nathan Gwinn, Planner 808 West Spokane Falls Boulevard Spokane, WA 99201-3333 Phone (509) 625-6893 ngwinn@spokanecity.org

CHARTER AMENDMENT ADOPTING THE SPOKANE CLEANER ENERGY PROTECTION ACT

WHEREAS, the citizens of the City of Spokane recognize the need for clean energy and dependable sources of power for its citizens and businesses; and

WHEREAS, the citizens of Spokane expect the City to permit abundant hydroelectric power and natural gas to be purchased and used by the citizens and businesses of Spokane; and

WHEREAS, the carbon emissions from both hydroelectric power and natural gas are substantially less than coal fired power plants; and

WHEREAS, the citizens of the City of Spokane want to encourage cleaner sources of energy; and

WHEREAS, the citizens desire dependable power that can provide for the needs of all citizens and businesses as our country transitions away from carbon-based energy.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. Article III of the City Charter of the City of Spokane shall be amended to adding a new section 21.7 to read as follows:

Section 21.7 - Spokane Cleaner Energy Protection Act

- A. The City of Spokane may not enact any code, ordinance, or regulation that would prohibit or have the effect of prohibiting, or to otherwise regulate in a manner that would prohibit or have the effect of prohibiting:
 - a hydroelectric utility or company, an electrical company or a natural gas company or a utility, or a public or municipal utility from furnishing utility service to a utility customer; or
 - a customer of an energy company, a public or municipal utility, or a department of public or municipal utilities from:
 - a. purchasing;
 - b. using; or
 - connecting or reconnecting to; a utility service; based on the energy source of the utility service being hydroelectric power or natural gas.
- B. The City of Spokane shall not prohibit the sale, installation, or use of any of the following:
 - Natural gas-powered home heating equipment.
 - Natural gas-powered home appliances.
 - 3. Grills, stoves, and other food preparation appliances designed to be used outdoors.
 - Natural gas powered:
 - a. heating appliances and furnaces to heat swimming pools; and
 - b. torches, lamps, and other decorative features; designed to be used outdoors.
- Section 2 Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.
- Section 3 Submission to the Voters. This City Charter amendment ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.
- Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

OFFICE OF THE CITY CLERK 808 W. SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3342 509,625,6350

June 21, 2021

City Clerk File No.: LGL 2021-0022

COUNCIL ACTION MEMORANDUM

RE: HEARING ON PROPOSED INITIATIVE NO. 2021-2 PETITION SIGNATURES

During its 6:00 p.m. regular Legislative Session held virtually Monday, June 21, 2021, the Spokane City Council held a hearing on Proposed Initiative No. 2021-2 petition signatures filed on behalf of Jennifer Thomas, petitioner, regarding Charter amendment adopting the Spokane Cleaner Energy Protection Act. There was an opportunity for public testimony, with no individuals requesting to speak. Subsequent to Council commentary, the following action was taken:

Motion by Council Member Kinnear, seconded by Council Member Cathcart, to accept the petition and direct the city clerk to have the signatures validated pursuant to SMC 2.02.080(B); carried unanimously (Council President Beggs absent).

Terri L. Pfister, MMC

Spokane City Clerk

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	6/10/2021
06/21/2021		Clerk's File #	LGL 2021-0022
		Renews #	
Submitting Dept	CITY CLERK	Cross Ref #	INIT 2021-2
Contact Name/Phone	TERRI PFISTER 6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	Agenda Item Name 0260 - INITIATIVE 2021-2 PETITION SIGNATURES		

Agenda Wording

Set hearing before City Council for Monday, June 21, 2021, on Proposed Initiative No. 2021-2 petition signatures filed on behalf of Jennifer Thomas, petitioner, regarding Charter Amendment adopting the Spokane Cleaner Energy Protection Act.

Summary (Background)

On June 7, 2021, a representative of the petitioner of Initiative No. 2021-2 filed with the City Clerk's Office petitions bearing approximately 5,681 signatures. This constitutes 8.17 percent of the votes cast (69,529) at the last general municipal election (held November 5, 2019). Five percent, or 3,477 validated signatures are required for placement on the next general municipal election ballot (November 2, 2021). The signatures have not been validated.

Grant related? NO	Public Works? NO
	Budget Account
	#
	#
	#
	#
	Council Notifications
PFISTER, TERRI	Study Session\Other
	Council Sponsor
HUGHES, MICHELLE	Distribution List
PICCOLO, MIKE	mpiccolo@spokanecity.org
ORMSBY, MICHAEL	
vals	
	PFISTER, TERRI HUGHES, MICHELLE PICCOLO, MIKE ORMSBY, MICHAEL



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Pursuant to SMC 2.02.080 and Sections 84 and 125 of the City Charter, at the hearing on the petition, the City Council determines whether to: 1. accept petition and place the measure on the ballot; 2. accept petition and direct the city clerk to validate the signatures; or 3. propose an alternative measure.

Fiscal Impact	Budget Account	Budget Account	
Select \$	#		
Select \$	#		
Distribution List			
		**	

WARNING

RECEIVED

ns, signs this petition when he or Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment. JUN 0 7 2021

000001

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE INITIATIVE NO. 2021 - 2

CITY CLERK'S OFFICE

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2021-2, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT ADOPTING THE SPOKANE CLEANER ENERGY PROTECTION ACT

Shall the Spokane City Charter be amended to adopt the Spokane Cleaner Energy Protection Act – preventing the C	ity fron
adopting any code, ordinance, or regulation that would prohibit the use of hydroelectric power or natural gas?	

YES NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page) PETITIONER'S SIGNATURE PRINTED NAME ADDRESS WHERE REGISTERED TO VOTE and as shown on the signer's voter registration) (legibly in dark ink) Street Address State lames V Grisham 809 W Nova Ave Spok. Leah C Volesty 3812 Ecleveland Ave Speries WA 99217 Example Sobbas 16145. Tapened 5 Polan We 49203 11 PAVTriduso4 W. Skannon Stoken UP SEDES sene Hard ZcAW Enclid Sychan WA 99205 new 3927 uprive Dr. Splan W 99217 an Beal 423 W. (Indon Spoken WA 99205 15: 4108 N. Steven Spok. W. 94 57 WEXLID Sikue W PROS EMERGAL ALIEA nnie Lunstene 704 ENDING SPO 18ttell 228 wanton 500 11 Loyd 3324 N Lucy & Spo 12 13. 14 ics Sersen 4003 NMagnetar Spo Wt 9807 549 EFAIRVIEW Sporm WH 99207 16 553 E Fairview Spokane WA 99207 17 of 1815 E Ravan Spokene CH 99201 18 707E. Rich 19 arson 1223 frederick Sodo 20. 6126 N. Calishel Stallane Petitioner, Jennifer Thomas, 1633 E. Rockwell Ave., Spokane, WA 99207 (509)808-8879
Signature-gathering firm: Grassfire, 2660 NE Hwy 20, Suite 610 #315 Bend, OR 97701 (503) 433-1504 flair@staff.grassfire City Business Registration No. 604745473-001-0001

THE LAW AS IT CURRENTLY EXISTS:

The City Charter currently does not address use of hydroelectric power or natural gas

SUMMARY OF THE MEASURE THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure creates a new Article III, Section 21.7, and will amend the City Charter to adopt the same - the Spokane Cleaner Energy Protection Act. This Charter change prevents the City from adopting any code, ordinance, or regulation that would prohibit or have the effect of prohibiting the use of hydroelectric power or natural gas by the City or its residents and businesses.

swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature)