

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 28, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of October 28, 2024:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 862 21321; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, October 25, 2024, and ending at 6:00 p.m. on Monday, October 28, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on October 28, 2024. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding 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. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No action, other than a statement of council members’ 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 and all matters discussed in the open forum shall relate to the affairs of the city. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, no person shall be permitted to speak in open forum regarding items on that week’s current agenda or the next week’s advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2@spokanecity.org](mailto:citycouncil2@spokanecity.org). Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

**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**

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, 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 on issues that are not part of the current or advanced agendas during 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. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. 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 or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. 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 and avoiding unlawful harassment 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 advisor and/or a 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. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

## **Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. The chair may allow additional time if the speaker is asked to respond to questions from the council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. Public testimony will be taken on consent and legislative items that are moved to council’s regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.
- E. 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.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. 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.
  - G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2spokanecity.org](mailto:citycouncil2spokanecity.org).
  - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.<sup>1</sup>

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 28, 2024

### **MISSION STATEMENT**

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

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER LILI NAVARRETE**

**COUNCIL MEMBER ZACK ZAPPONE**

**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*

## BRIEFING AND LEGISLATIVE SESSIONS

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. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

### 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

# **BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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# **EXECUTIVE SESSION**

(Closed Session of Council)

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

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# **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)



# BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

**APPOINTMENTS**

**RECOMMENDATION**

Climate Resilience & Sustainability Board: Three Confirm CPR 2024-0030  
 Appointments

## CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

**REPORTS, CONTRACTS AND CLAIMS**

**RECOMMENDATION**

- |  |   |  |
|--|---|--|
| <p>1. Set public hearing for November 4, 2024, on possible revenue sources for the 2025 Budget.<br/> <b>Jessica Stratton</b></p> <p>2. Set public hearing for November 4, 2024, for the Citywide Capital Improvement Program 2025-2030.<br/> <b>Jessica Stratton</b></p> <p>3. Acceptance of the Program Year 2024 Community Development Block Grant (CDBG) Grant Agreement—\$3,046,666. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)<br/> <b>Heather Page</b></p> <p>4. Contract Extensions for operational support and services from January 1, 2025, to December 31, 2025, with:</p> <p style="padding-left: 40px;">a. Northeast Community Center—\$150,000.</p> <p style="padding-left: 40px;">b. Southwest Community Center—\$40,000.</p> | <p>Set Hrg.<br/>11/4/2024</p> <p>Set Hrg.<br/>11/4/2024</p> <p>Approve</p> <p>Approve All<br/>&amp; Authorize<br/>Contracts</p> | <p>FIN 2024-0001</p> <p>FIN 2024-0001</p> <p>OPR 2024-0904</p> <p>OPR 2019-0964</p> <p>OPR 2019-0965</p> |
|--|---|--|

c. West Central Community Center—\$150,000. OPR 2019-0966

d. Dr. Martin Luther King Jr. Community Center—\$243,000. OPR 2017-0711

(Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

**Sara Clements-Sampson**

5. Nomination to list the East Central Community Center located at 500 South Stone Street on the Spokane Register of Historic Places. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Approve & Auth. Mgmt. Agreement OPR 2024-0905

**Megan Duvall**

6. Purchase and Sale Agreement to purchase public improvements within the Kendall Yards Subarea of the West Quadrant TIF as part of the build-out of that project—\$607,322.57. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Approve OPR 2024-0906

**Kevin Friebott**

7. Consultant Agreement with Seva Workshop, LLC (Seattle, WA) to facilitate engagement, analysis and development of the 5th Avenue Community Subarea Plan from October 28, 2024, through December 31, 2026—\$329,200 (plus applicable tax). (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Approve OPR 2024-0907 RFQu 6132-24

**Spencer Gardner**

8. Multiple Family Housing Property Tax Exemption Conditional Agreement with Sharp Project, LLC, for the future construction of approximately 5 units at Parcel Number 35181.3407, commonly known as 441 W. Sharp Avenue. The Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Approve OPR 2024-0908

**Amanda Beck**

9. Acceptance of Washington State Department of Commerce Grant for periodic update of the City of Spokane Comprehensive Plan—\$162,500 for state fiscal year 2024/2025. (Relates to Consent Agenda Item No. 9 – OPR 2024-0910, and Resolution 2024-0099) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Approve OPR 2024-0909

**Tirrell Black**

10. Contract with BERK Consulting, Inc. for consulting services for Environmental Review for Periodic Update Approve OPR 2024-0910 RFQu 6026-23

to Comprehensive Plan and Critical Areas Ordinance regulation support (CAO updates are state mandated)—\$505,000. (Relates to Consent Agenda Item No. 8 – OPR 2024-0909, and Resolution 2024-0099) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

**Tirrell Black**

- 11. Contract Amendment No. 2 with the Washington State Department of Commerce to increase revenue as part of the Right of Way (ROW) initiative for the City of Spokane—\$154,406.05. New Contract Amount: \$368,448.06. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)  
**Approve** OPR 2022-0836
  - 12. Contract Amendment No. 2 with the Washington State Department of Commerce for Right of Way (ROW) acceptance and reimbursement of funds—deobligation of \$1,050,733.77. New Contract Amount: \$5,900,541.23. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)  
**Approve** OPR 2023-0083
  - 13. Report of the Mayor of pending:  
**Approve & Authorize Payments**
    - a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2024, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
    - b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2024: \$\_\_\_\_\_.CPR 2024-0002  
CPR 2024-0003
  - 14. a. City Council Meeting Minutes: \_\_\_\_\_, 2024. **Approve All** CPR 2024-0013
  - b. City Council Standing Committee Meeting Minutes: \_\_\_\_\_, 2024.
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# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36595 amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

### Building Services (DSC) Fund

- 1) Add one classified Plan Examiner position (from 6 to 7).
- 2) Add one classified Engineering Tech IV (from 1 to 2).
- 3) Add one Planner I (from 1 to 2).
- 4) Add one Office Clerk Specialist (from 0 to 1).
- 5) Increase the appropriation by \$71,986.
- A) Of the increased appropriation, \$71,986 is provided solely for base wages and associated employee benefits.

(This action arises from the need to add four new positions in the DSC department to support plan review activities.) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

**Tami Palmquist**

## NO EMERGENCY ORDINANCES

### RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2024-0096** Stating the Spokane City Council’s opposition to statewide Initiative Measure No. 2117, concerning carbon tax credit trading, submitted to the 2024 Washington Legislature and referred to vote of the people on the November 5, 2024 general election ballot, which initiative, if adopted, would repeal the Cap-and-Invest Program created by the state’s Climate Commitment Act. (Council Sponsors: Council Members Zappone, Dillon, and Klitzke)

**Jackson Deese**

**RES 2024-0097** Setting hearing before the City Council for December 2, 2024, for the vacation of the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue from the east line of Post Street to the west line of Wall Street, as requested by Avista Utilities. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

**Eldon Brown**

- RES 2024-0098** Directing City of Spokane Planning Services staff to conduct a subarea planning process for the 5th Avenue area of the East Central Neighborhood as the framework and actionable vision for inclusive community development through an integrated land-use, transportation, housing and economic development approach guided by the principles of equity and co-design. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)  
**Spencer Gardner**
- RES 2024-0099** Directing City of Spokane Planning & Economic Development Department to initiate the periodic review of the City’s Comprehensive Plan by conducting community engagement, analyzing growth alternatives, and conducting an environmental impact statement (EIS) in conformance with the Growth Management Act. (Relates to Consent Agenda Item Nos. 8 & 9, OPR 2024-0909 and OPR 2024-0910) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)  
**Tirrell Black**
- RES 2024-0100** Adopting the Centers and Corridors Update Study as a guide for developing updates Centers and Corridors policies and development regulations as adopted in the City of Spokane’s Comprehensive Plan and the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)  
**Tirrell Black**

## **NO FINAL READING ORDINANCES**

### **FIRST READING ORDINANCES**

- ORD C36596** Amending Title 17 of the Spokane Municipal Code to update land use application procedures which clarify, expedite, and consolidate the land use permitting process in accordance with Senate Bill 5290. Specifically amending Section 17A.020.030 “C” Definitions, Section 17A.020.200 “T” Definitions, Section 17E.020.080 Application Submittal Requirements, Section 17E.030.060 Establishment of Development Permit, Section 17E.040.080 Application Submittal Requirements, Section 17E.070.080 Application Submittal Requirements, Section 17G.061.110 Application Requirements, Section 17G.061.120 Determination of a Complete Application, Section 17G.061.130 Application Time Limits, Section 17G.061.150 Modification of Applications and Permits, Section 17G.080.040 Short Subdivisions, Section 17G.080.060 Binding Site Plan, setting an effective date, and other matters properly related thereto. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)  
**Jackie Churchill**
- ORD C36597** Relating to council membership on the Community Housing and Human Services Board, and amending Section 04.34A.030 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Dillon, and Navarrete)  
**Melissa Morrison**

**ORD C36598** Of the City of Spokane, Washington, adopting a Six-year Citywide Capital Improvement Program for the years 2025 through 2030 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

**Jessica Stratton**

**FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS**

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**NO HEARINGS**

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**OPEN FORUM**

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

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**Motion to Approve Advance Agenda for October 28, 2024  
(per Council Rule 2.1.B)**

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**ADJOURNMENT**

The October 28, 2024, Regular Legislative Session of the City Council is adjourned to November 4, 2024.

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**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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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**NOTES**



**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

10/9/2024

**Clerk's File #**

CPR 2024-0030

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)****Agenda Item Name**

APPOINTMENT OF KATHRYN ALEXANDER TO THE CLIMATE RESILIENCE AND

**Agenda Wording**

Mayor Brown has appointed Kathryn Alexander to the Climate Resilience and Sustainability Board for a term of October 28, 2024 - October 28, 2026.

**Summary (Background)**

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Select

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Select

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**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

JONES, GARRETT

**Additional Approvals**

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

PICCOLO, MIKE

**Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	October 21, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Kathryn Alexander to the Climate Resilience and Sustainability Board
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Kathryn Alexander to the Climate Resilience and Sustainability Board for a term of October 28, 2024 – October 28, 2026.</p> <p><b>Mission Statement/Purpose:</b> The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p><b>Membership:</b> The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> <li>1. members of impacted communities facing disproportionate environmental and health disparities;</li> <li>2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;</li> <li>3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and</li> <li>4. students of secondary and postsecondary education institutions within the city of Spokane.</li> </ol>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	

**Expense Occurrence**    One-time    Recurring    N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

**N/A**

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**N/A**

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

**N/A**

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

**This appointment aligns with the requirements of SMC 04.41.020**



**Agenda Sheet for City Council:**

**Committee:** **Date:** N/A

**Committee Agenda type:**

**Date Rec'd**

10/9/2024

**Clerk's File #**

CPR 2024-0030

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779

**Requisition #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)**

**Agenda Item Name**

APPOINTMENT OF MATTHEW HOLLON TO THE CLIMATE RESILIENCE AND

**Agenda Wording**

Mayor Brown has appointed Matthew Hollon to the Climate Resilience and Sustainability Board for a term of October 28, 2024 - October 28, 2026.

**Summary (Background)**

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

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# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	JONES, GARRETT		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	PICCOLO, MIKE		

## **Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	October 21, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Matthew Hollon to the Climate Resilience and Sustainability Board
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Matthew Hollon to the Climate Resilience and Sustainability Board for a term of October 28, 2024 – October 28, 2026.</p> <p><b>Mission Statement/Purpose:</b> The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p><b>Membership:</b> The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> <li>1. members of impacted communities facing disproportionate environmental and health disparities;</li> <li>2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;</li> <li>3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and</li> <li>4. students of secondary and postsecondary education institutions within the city of Spokane.</li> </ol>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	



**Expense Occurrence**    One-time    Recurring    N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

**N/A**

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**N/A**

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

**N/A**

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

**This appointment aligns with the requirements of SMC 04.41.020**

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

10/9/2024

**Clerk's File #**

CPR 2024-0030

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)****Agenda Item Name**

APPOINTMENT OF BOB LUTZ TO THE CLIMATE RESILIENCE AND

**Agenda Wording**

Mayor Brown has appointed Bob Lutz to the Climate Resilience and Sustainability Board for a term of October 28, 2024 - October 28, 2026.

**Summary (Background)**

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Select

\$

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Select

\$

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Select

\$

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Select

\$

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## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Bob Lutz to the Climate Resilience and Sustainability Board
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Bob Lutz to the Climate Resilience and Sustainability Board for a term of October 28, 2024 – October 28, 2026.</p> <p><b>Mission Statement/Purpose:</b> The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p><b>Membership:</b> The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> <li>1. members of impacted communities facing disproportionate environmental and health disparities;</li> <li>2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;</li> <li>3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and</li> <li>4. students of secondary and postsecondary education institutions within the city of Spokane.</li> </ol>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: <a href="#">Select Funding Source*</a> Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	

**Expense Occurrence**    One-time    Recurring    N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

**N/A**

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**N/A**

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

**N/A**

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

**This appointment aligns with the requirements of SMC 04.41.020**

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/4/2024

**Clerk's File #**

FIN 2024-0001

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

JESSICA 954-9217

**Requisition #****Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

Hearings

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

**Agenda Item Name**

0410 - SET REVENUE HEARING

**Agenda Wording**

Setting public hearing on possible revenue sources for the 2025 Budget on November 4, 2024.

**Summary (Background)**

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2025 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 4, 2024 agenda.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Select \$ #

Select \$ #

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Select \$ #

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## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	September 23, 2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> 509-954-9217
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: min
<b>Agenda Item Name</b>	Set Revenue Hearing
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Setting public hearing on possible revenue sources for the 2025 Budget on October 28, 2024.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2025 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 4, 2024 agenda.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? – N/A</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A</li> </ul>	

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

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 09/23/2024

**Committee Agenda type:** Consent

**Date Rec'd** 9/6/2024

**Clerk's File #** FIN 2024-0001

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	JESSICA 954-9217	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Hearings		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
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<b>Agenda Item Name</b>	0410 - SET CIP HEARING		
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**Agenda Wording**

Set hearing for November 4, 2024 for the Citywide Capital Improvement Program 2025-2030. The first reading of the CIP ordinance will be held October 28, 2024, at which time public testimony will also be taken.

**Summary (Background)**

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2025-2026 biennium budget, the first and second year of the Capital Improvement Program reflects the budget.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	September 23, 2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> 509-954-9217
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: min
<b>Agenda Item Name</b>	Set Capital Improvement Program (CIP) Hearing
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Set hearing for November 4, 2024 for the Citywide Capital Improvement Program 2025-2030. The first reading of the CIP ordinance will be held October 28, 2024, at which time public testimony will also be taken.</p> <p>In accordance with the State Growth Management Act and the City of Spokane’s Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2025-2026 biennium budget, the first and second year of the Capital Improvement Program reflects the budget.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? – N/A</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A</li> </ul>

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

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/2/2024

**Clerk's File #** OPR 2024-0904

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

<b>Submitting Dept</b>	COMMUNITY, HOUSING & HUMAN	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	HEATHER PAGE 6578	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	HPAGE@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	ZZAPPONE JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	1680- CHHS ACCEPTANCE OF PY 2024 FORMULA GRANTS- CDBG		
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**Agenda Wording**

CHHS is requesting permission to accept the Program Year 2024 Community Development Block Grant (CDBG) Grant Agreement of \$3,046,666. The agreement was received by CHHS on 9/20/2024.

**Summary (Background)**

Each year, HUD allocates Community Development Block Grant (CDBG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2024 CDBG allocation is \$3,046,666. Formula grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570. HUD requires the City of Spokane to sign and return the grant agreement as soon as possible after it is received.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ \$3,046,666.00
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Current Year Cost	\$ \$3,046,666.00
-------------------	-------------------

Subsequent Year(s) Cost	\$
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**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Neutral \$ \$3,046,666	# 1690-95576-99999-33114-99999
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	ANDERSON, ARIELLE M.
<b><u>Division Director</u></b>	KINDER, DAWN
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE

**Distribution List**

	hpage@spokanecity.org
tjilot@spokanecity.org	mmorrison@spokanecity.org
arielleanderson@spokanecity.org	dkinder@spokanecity.org
dnorman@spokanecity.org	



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/14/2024
<b>Submitting Department</b>	Community, Housing, and Human Services
<b>Contact Name</b>	Heather Page
<b>Contact Email &amp; Phone</b>	<a href="mailto:hpage@spokanecity.org">hpage@spokanecity.org</a> / x6578
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1680- CHHS Acceptance of PY 2024 Formula Grants - CDBG
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Each year, HUD allocates Community Development Block Grant (CDBG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2024 CDBG allocation is \$3,046,666. Formula grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570. HUD requires the City of Spokane to sign and return the grant agreement as soon as possible.
<b>*use the Fiscal Impact box below for relevant financial information</b>	
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$3,046,666.00 Current year cost: \$3,046,666.00 Subsequent year(s) cost:	
<b>Narrative:</b> Acceptance of annual formula grant (PY24 CDBG) from HUD.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is an annual formula grant from HUD	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> Positions are already in place.	
What impacts would the proposal have on historically excluded communities? The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). Eligible activities include public improvements, public facilities, public services, rehabilitation, and economic development.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data is collected and reported as per HUD's requirements outlined in 24 CFR 570.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data is collected and reported as per HUD's requirements outlined in 24 CFR 570.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This funding source must align with the 2020-2024 Consolidated Plan.	

# Funding Approval/Agreement

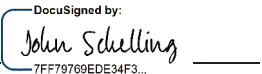
Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Spokane	3a. Grantee's 9-digit Tax ID Number 916001280	3b. Grantee's 9-digit DUNS Number PDNCLY8MYJN3 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 808 W Spokane Falls Blvd Spokane, WA 99201-0017	4. Date use of funds may begin 07/01/2024	
	5a. Project/Grant No. 1 B-24-MC-53-0006	6a. Amount Approved \$3,046,666.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) John D. Schelling		Grantee Name (Contractual Organization) SPOKANE, CITY OF	
Title CPD Director		Title	
Signature  X 	Date (mm/dd/yyyy) <b>9/20/2024</b>	Signature  X _____	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified	
		9c. Date of Start of Program Year 07/01/2024	
11. Amount of Community Development Block Grant			
		FY 2024	FY 2023
a. Funds Reserved for this Grantee			
b. Funds now being Approved		\$3,046,604.00	\$ 62.00
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature  X _____

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

- (j) The Grantee shall attend the CDBG timeliness workshop as noted and described in the letter invitation from HUD entitled “CDBG Timeliness Workshop: Working Together to Address Noncompliance with Timely Expenditure Requirements: Community Development Block Grant (CDBG) Program.”

**Addendum # 1 to Agreement B-24-MC-53-0006  
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
City of Spokane CD/HS Operations	98.17 %	
	%	
	%	

**Name of Authorized Official:**

**Signature:**  
 X  
 \_\_\_\_\_

**Date (mm/dd/yyyy):**

**Title:**

/ /

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base 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.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

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



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/9/2024

**Clerk's File #**

OPR 2019-0964

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

NEIGHBORHOOD, HOUSING &

**Bid #**

**Contact Name/Phone**

SARA 509-507-0611

**Requisition #**

**Contact E-Mail**

SCLEMENTSSAMPSON@SPOKANECIT

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

0450- COMMUNITY CENTER CONTRACT RENEWAL

**Agenda Wording**

Community Centers, including MLK, WCCC, NECC, and SWCC receive annual contracts from the City of Spokane to support operational needs, historically these have been multi-year contracts. The Brown administration is proposing one year extensions.

**Summary (Background)**

Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on their impact.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 583,000

Current Year Cost \$ 583,000

Subsequent Year(s) Cost \$

**Narrative**

One year extension.

**Amount**

**Budget Account**

Neutral \$ 150,000

# 0350-57200-75500-54201-99999

Neutral \$ 150,000

# 0350-57300-75500-54201-99999

Neutral \$ 243,000

# 0350-57110-75500-54201-99999

Neutral \$ 40,000

# 0350-57400-75500-54201-99999

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

KINDER, DAWN

##### Division Director

KINDER, DAWN

##### Accounting Manager

MURRAY, MICHELLE

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

sclementssampson@spokanecity.org

dkinder@spokanecity.org

dnorman@spokanecity.org

sbrown@spokanecity.org



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/14/24
<b>Submitting Department</b>	NHHS/CHHS/ONS
<b>Contact Name</b>	Sara Clements-Sampson
<b>Contact Email &amp; Phone</b>	sclementssampson@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Community Center Contract Renewal
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on the impact their centers are having in their communities and to work with the City to establish improved communications, partnership, and contracts.
<b>Summary (Background)</b>	*use the Fiscal Impact box below for relevant financial information
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>583,000</u>	
Current year cost:	
Subsequent year(s) cost:	
<b>Narrative:</b> <u>WCCC: \$150,000, NECC: \$150,000, MLK: \$243,000, SWCC: \$40,000</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? A strategic plan could gain more perspective from historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Any data collected, analyzed or reported will be in coordination with e strategic planning process.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A strategic planning process will set goals with accountability measures and reporting timelines.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Community Centers' plans can help address the Neighborhood Master Plans for their respective neighborhoods.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/9/2024

**Clerk's File #**

OPR 2019-0965

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

NEIGHBORHOOD, HOUSING &

**Bid #**

**Contact Name/Phone**

SARA 509-507-0611

**Requisition #**

**Contact E-Mail**

SCLEMENTSSAMPSON@SPOKANECIT

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

0450- COMMUNITY CENTER CONTRACT RENEWAL

**Agenda Wording**

Community Centers, including MLK, WCCC, NECC, and SWCC receive annual contracts from the City of Spokane to support operational needs, historically these have been multi-year contracts. The Brown administration is proposing one year extensions.

**Summary (Background)**

Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on their impact.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 583,000

Current Year Cost \$ 583,000

Subsequent Year(s) Cost \$

**Narrative**

One year extension.

**Amount**

**Budget Account**

Neutral \$ 150,000

# 0350-57200-75500-54201-99999

Neutral \$ 150,000

# 0350-57300-75500-54201-99999

Neutral \$ 243,000

# 0350-57110-75500-54201-99999

Neutral \$ 40,000

# 0350-57400-75500-54201-99999

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

KINDER, DAWN

##### Division Director

KINDER, DAWN

##### Accounting Manager

MURRAY, MICHELLE

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

	sclementssampson@spokanecity.org
dkinder@spokanecity.org	dnorman@spokanecity.org
sbrown@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/14/24
<b>Submitting Department</b>	NHHS/CHHS/ONS
<b>Contact Name</b>	Sara Clements-Sampson
<b>Contact Email &amp; Phone</b>	sclementssampson@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Community Center Contract Renewal
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on the impact their centers are having in their communities and to work with the City to establish improved communications, partnership, and contracts.
<b>Summary (Background)</b>	*use the Fiscal Impact box below for relevant financial information
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>583,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>WCCC: \$150,000, NECC: \$150,000, MLK: \$243,000, SWCC: \$40,000</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? A strategic plan could gain more perspective from historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Any data collected, analyzed or reported will be in coordination with e strategic planning process.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A strategic planning process will set goals with accountability measures and reporting timelines.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Community Centers' plans can help address the Neighborhood Master Plans for their respective neighborhoods.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/9/2024

**Clerk's File #**

OPR 2019-0966

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

NEIGHBORHOOD, HOUSING &

**Bid #**

**Contact Name/Phone**

SARA 509-507-0611

**Requisition #**

**Contact E-Mail**

SCLEMENTSSAMPSON@SPOKANECIT

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

0450- COMMUNITY CENTER CONTRACT RENEWAL

**Agenda Wording**

Community Centers, including MLK, WCCC, NECC, and SWCC receive annual contracts from the City of Spokane to support operational needs, historically these have been multi-year contracts. The Brown administration is proposing one year extensions.

**Summary (Background)**

Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on their impact.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 583,000

Current Year Cost \$ 583,000

Subsequent Year(s) Cost \$

**Narrative**

One year extension.

**Amount**

**Budget Account**

Neutral \$ 150,000

# 0350-57200-75500-54201-99999

Neutral \$ 150,000

# 0350-57300-75500-54201-99999

Neutral \$ 243,000

# 0350-57110-75500-54201-99999

Neutral \$ 40,000

# 0350-57400-75500-54201-99999

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

KINDER, DAWN

##### Division Director

KINDER, DAWN

##### Accounting Manager

MURRAY, MICHELLE

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

sclementssampson@spokanecity.org

dkinder@spokanecity.org

dnorman@spokanecity.org

sbrown@spokanecity.org



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/14/24
<b>Submitting Department</b>	NHHS/CHHS/ONS
<b>Contact Name</b>	Sara Clements-Sampson
<b>Contact Email &amp; Phone</b>	sclementssampson@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Community Center Contract Renewal
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on the impact their centers are having in their communities and to work with the City to establish improved communications, partnership, and contracts.
<b>Summary (Background)</b>	*use the Fiscal Impact box below for relevant financial information
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>583,000</u>	
Current year cost:	
Subsequent year(s) cost:	
<b>Narrative:</b> <u>WCCC: \$150,000, NECC: \$150,000, MLK: \$243,000, SWCC: \$40,000</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? A strategic plan could gain more perspective from historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Any data collected, analyzed or reported will be in coordination with e strategic planning process.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A strategic planning process will set goals with accountability measures and reporting timelines.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Community Centers' plans can help address the Neighborhood Master Plans for their respective neighborhoods.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/9/2024

**Clerk's File #**

OPR 2017-0711

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

NEIGHBORHOOD, HOUSING &

**Bid #**

**Contact Name/Phone**

SARA 509-507-0611

**Requisition #**

**Contact E-Mail**

SCLEMENTSSAMPSON@SPOKANECIT

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

0450- COMMUNITY CENTER CONTRACT RENEWAL

**Agenda Wording**

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Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 583,000

Current Year Cost \$ 583,000

Subsequent Year(s) Cost \$

**Narrative**

One year extension.

**Amount**

**Budget Account**

Neutral \$ 150,000

# 0350-57200-75500-54201-99999

Neutral \$ 150,000

# 0350-57300-75500-54201-99999

Neutral \$ 243,000

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# 0350-57400-75500-54201-99999

\$

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## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/14/24
<b>Submitting Department</b>	NHHS/CHHS/ONS
<b>Contact Name</b>	Sara Clements-Sampson
<b>Contact Email &amp; Phone</b>	sclementssampson@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Community Center Contract Renewal
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Knowing that community centers play an invaluable role in our community the City needs to establish improved channels for partnership, develop clarity of impact and services, and support the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to present to Council bi-annually at Committee or Study Session on the impact their centers are having in their communities and to work with the City to establish improved communications, partnership, and contracts.
<b>Summary (Background)</b>	*use the Fiscal Impact box below for relevant financial information
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>583,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>WCCC: \$150,000, NECC: \$150,000, MLK: \$243,000, SWCC: \$40,000</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? A strategic plan could gain more perspective from historically excluded communities.	
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How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A strategic planning process will set goals with accountability measures and reporting timelines.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Community Centers' plans can help address the Neighborhood Master Plans for their respective neighborhoods.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 10/14/2024**Committee Agenda type:** Discussion**Date Rec'd**

9/26/2024

**Clerk's File #**

OPR 2024-0905

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

HISTORIC PRESERVATION

**Bid #****Contact Name/Phone**

MEGAN 6543

**Requisition #****Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0470 – ECCC NOMINATION TO THE REGISTER OF HISTORIC

**Agenda Wording**

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The East Central Community Center at 500 South Stone Street

**Summary (Background)**

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The East Central Community Center at 500 S Stone Street was constructed in 1978 and meets the criteria set forth for such designation, and a management agreement has been signed by the owner.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.

**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #



## Continuation of Wording, Summary, Approvals, and Distribution

### **Agenda Wording**

was constructed in 1978 and meets the criteria set forth for such designation, and a management agreement has been signed by the owner.

### **Summary (Background)**

<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	DUVALL, MEGAN		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

### **Distribution List**

	lcamporeale@spokanecity.org
mduvall@spokanecity.org	smacdonald@spokanecity.org
akiehn@spokanecity.org	



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/7/2024
<b>Submitting Department</b>	Historic Preservation
<b>Contact Name</b>	Megan Duvall
<b>Contact Email &amp; Phone</b>	mduvall@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CM Zappone; CM Klitzke; CM Bingle</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	0470 – EAST CENTRAL COMMUNITY CENTER NOMINATION TO THE REGISTER OF HISTORIC PLACES
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100.</p> <p>The East Central Community Center at 500 S Stone Street was constructed in 1978 and meets the criteria set forth for such designation, and a management agreement has been signed by the owner.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>0</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Tax incentives are available to listed properties and also can generate future revenue.</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This contract recognizes the significance of the East Central Community Center to the East Central Neighborhood, which is one of Spokane’s most diverse communities. This is the second property on the Spokane Register of Historic Places that was listed specifically due to its association with Black Spokanites. This contract will also increase the geographic diversity of the Spokane Register by listing a property in a neighborhood that has among the lowest rates of recognized historic properties for a neighborhood with extensive historic building stock.</p>	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

That specific data is not something that is collected by the Historic Preservation Department, but we have identified parts of Spokane's history that are not well represented on the historic register, and this contract is a direct effort to help make the more register more representative of all Spokaneite's stories.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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

**SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose:**

The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

**Comprehensive Plan Goals**

**DP 1.1: Landmark Structures, Buildings, and Sites**

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

**DP 3.3: Identification and Protection of Resources**

Identify historic resources to guide decision making in planning.

**DP 3.4: Reflect Spokane's Diversity**

Encourage awareness and recognition of the many cultures that are an important and integral aspect of Spokane's heritage.

**DP 3.11: Rehabilitation of Historic Properties**

Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.

**N 2.4: Neighborhood Improvement**

Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

# Findings of Fact and Decision for Council Review for the Nomination to the Spokane Register of Historic Places East Central Community Center – 500 S. Stone Street

## FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
  - Originally constructed as the Edison School in 1893, the majority of that building was demolished for the construction of the East Central Community Center in 1978; at this time, the building is not yet 50 years of age, but meets the age criteria for listing on the Spokane Register of Historic Places under exceptional significance due to Category E, Cultural Significance.
  
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
  - The East Central Community Center is significant under two categories as established in Spokane Municipal Code 17D.100.020. The building is significant under Category A due to its association with the broad patterns of Spokane history particularly as the catalyst that initiated an era of community center construction in Spokane. The building is also significant under Category E due to its association with Spokane's racially and ethnically diverse East Central community and particularly with the League of Women for Community Action.
  - The East Central Community Center is significant under Category A due to its association with Spokane's era of community center construction. The decade-long grassroots community effort to establish and build the East Central Community Center was a catalyst and model for other Spokane neighborhoods to open their own community center. The West Central Community Center opened in 1980 and the Northeast Community Center opened in 1982 following in the footsteps of East Central and using similar funding models to establish and build the centers.
  - The East Central Community Center has maintained its role as a community resource providing a variety of services for the community. A newspaper article from 1976 when the center was being contemplated stated that the goal of the center was to create "a social refuge for their elderly and young, a dispensing point for many human services."
  - The East Central Community Center is exceptionally significant under Category E due to its deep association with the racially and ethnically diverse East Central Neighborhood and particularly with the influential community organization the League of Women for Community Action. The League was a group of approximately twenty-five Black women who were the primary advocates for the formation of the center and were the first provider to receive a contract from Spokane City Council to run the center.
  - The community center concept was initiated by the League of Women for Community Action and the building was developed collaboratively with the support of the City of Spokane using federal funds. The builder of the 1978 structure was the Max J. Kuney Company and the designer and engineer was the accomplished firm of Tan Brookie Kundig whose third namesake was the notable mid-century architect Moritz Kundig. The significance of the building under categories A and E allow for a less rigid treatment of the architectural significance and integrity.
  - The East Central Community Center is an institutional building on a full block community-focused campus. The community center building is on the northwest corner of the block, which is bound by East Fifth Avenue, South Stone Street, East Hartson Street, and South Lee Street. The building, or some portion thereof, was originally constructed as an elementary school building, most of which was demolished at the time the community center was constructed in 1978. The building, as conceived in 1978, retains good integrity, but is not significant for its architecture. The primary physical character defining features are the institutional form of the building, materials and the full block nature of the campus that has grown alongside the community.

3. **SMC17D.100.090: “The property must also possess integrity of location, design, materials, workmanship, and association.”** *From NPS Bulletin 15: “Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity.”*
- The East Central Community Center conveys its historic physical features and is eligible for listing on the Spokane Register of Historic Places. The primary significance of the ECCC is under Category A and E, and therefore, less dependent on integrity or architectural significance.
4. **Once listed, this property will be eligible to apply for incentives, including:**  
Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

## **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission found the **East Central Community Center** eligible for listing on the Spokane Register of Historic Places under **Category A – for its association with community center construction in Spokane; and is exceptionally significant under Category E – for its association with the League of Women for Community Action** at a public hearing on 9/18/2024.

After Recording Return to:  
City of Spokane Clerk  
808 W Spokane Falls Blvd  
Spokane, WA 99201

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

**UNION PARK LOTS 1 - 12 BLK 28, INC VAC ALLEY; TOGETHER WITH UNION PARK LOTS 1 - 12 BLK 41, INC VAC ST N OF AND ADJ TO UNION PARK LOTS 1 - 12 BLK 41 (EAST CENTRAL COMMUNITY CENTER)**

Parcel Number(s) **35211.4202**, is governed by a Management Agreement between the City of Spokane and the Owner(s), **City of Spokane**, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.


Said Management Agreement was approved by the Spokane City Council on October 21, 2024. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

\_\_\_\_\_  
Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Dated: 9/19/2024

**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **23** day of **September 2024**, by and between the City of Spokane (hereinafter “City”), acting through its Historic Landmarks Commission (“Commission”), and **the City of Spokane** (hereinafter “Owner(s)”), the owner of the property located at **500 S. Stone Street** commonly known as the **East Central Community Center** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter “Commission”) is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner’s property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**CITY ADMINSTRATOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
City Administrator

**ATTEST:**

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

**Approved as to form:**

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



STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**Attachment A**

NONE

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: East Central Community Center

And/Or Common Name: Martin Luther King Jr Center at East Central

## 2. Location

Street & Number: 500 South Stone Street

City, State, Zip Code: Spokane, WA 99202

Parcel Number: 35211.4202

## 3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input checked="" type="checkbox"/> public <input type="checkbox"/> both	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure			<input checked="" type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input checked="" type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

## 4. Owner of Property

Name: City of Spokane

Street & Number: 808 W Spokane Falls Blvd

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: Jeff Teal, [jteal@spokanecity.org](mailto:jteal@spokanecity.org); 509-625-6533

## 5. Location of Legal Description

Courthouse, Registry of Deeds Spokane County Courthouse

Street Number: 1116 West Broadway

City, State, Zip Code: Spokane, WA 99260

County: Spokane

## 6. Representation in Existing Surveys

Title: East Central Historic and Cultural Context

Date: 2023 Federal State County Local

Depository for Survey Records: WISAARD

## 7. Description

### Architectural Classification

### Condition

- excellent  
good  
fair  
deteriorated  
ruins  
unexposed

### Check One

- unaltered  
altered

### Check One

- original site  
moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory history.
- E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property:

3.86 acres

Verbal Boundary Description:

The property's legal description is Lots 1 through 12 of Block 28 and Lots 1 through 12 in Block 41 in the Union Park Addition. The building is on the northwest corner of the block which is bound by East Fifth Avenue, South Stone Street, East Hartson Street, and South Lee Street.

Verbal Boundary Justification:

Nominated property includes only the community center building.

## 11. Form Prepared By

Name and Title: Logan Camporeale (Historic Preservation Specialist, Spokane City|County Historic Preservation Office)

Street, City, State, Zip Code: 808 W. Spokane Falls Blvd, Spokane, WA, 99201

Telephone Number: 509-625-6634

E-mail Address: [lcamporeale@spokanecity.org](mailto:lcamporeale@spokanecity.org)

Date Final Nomination Heard:

**12. Additional Documentation**

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

\_\_\_\_\_  
\_\_\_\_\_

**14. For Official Use Only:**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**

\_\_\_\_\_  
**Megan Duvall** **Date**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor – City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Attest:

Approved as to form:

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

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

## SECTION 7: DESCRIPTION OF PROPERTY

### SUMMARY STATEMENT

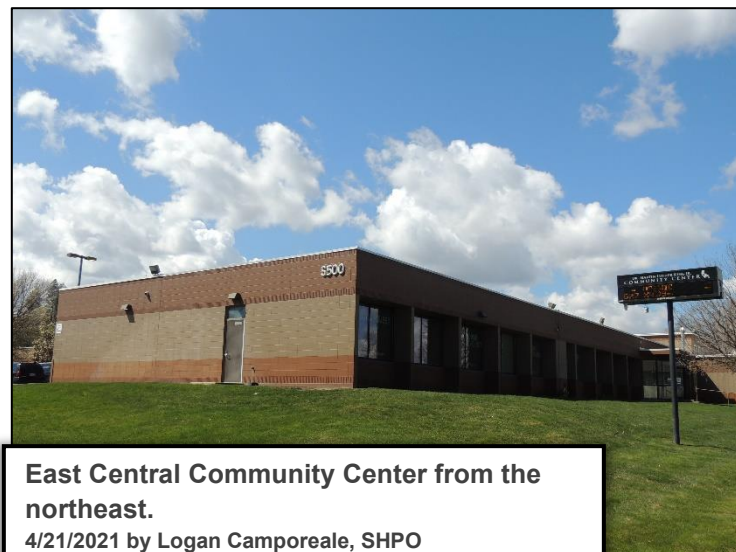
The East Central Community Center is an institutional building on a full block community-focused campus. The community center building is on the northwest corner of the block, which is bound by East Fifth Avenue, South Stone Street, East Hartson Street, and South Lee Street. The building, or some portion thereof, was originally constructed as an elementary school building, most of which was demolished at the time the community center was constructed in 1978. The building, as conceived in 1978, retains good integrity. The primary physical character defining features are the institutional form of the building, materials and the full block nature of the campus that has grown alongside the community.

The community center concept was initiated by the League of Women for Community Action and the building was developed collaboratively with the support of the City of Spokane using federal funds. The builder of the 1978 structure was the Max J. Kuney Company and the designer and engineer was the accomplished firm of Tan Brookie Kundig whose third namesake was the notable mid-century architect Moritz Kundig. The significance of the building under categories A and E allow for a less rigid treatment of the architectural significance and integrity.

### DESCRIPTION OF PROPERTY

The East Central Community Center was originally constructed as the Edison School in 1893 as a ten-room schoolhouse. The school was modified and added onto multiple times before it was largely demolished in 1977. A small portion of the building was retained and it received a large addition to convert it from a school to a community center. Building permits suggest that the 1978 project was a one-story addition of over 24,000 square feet at a cost of approximately one million dollars. The addition was constructed with block masonry cladding and a steel deck roof.<sup>1</sup>

**East Central Community Center from the southwest, 500 South Stone Street**  
4/21/2021 by Logan Camporeale, SHPO



**East Central Community Center from the northeast.**

4/21/2021 by Logan Camporeale, SHPO

The building is located in Spokane's Union Park Addition in the East Central Neighborhood. The building is approximately two miles from downtown Spokane as the crow flies. The neighborhood is tucked against Spokane's South Hill which forms the neighborhood's south boundary. It is punctuated by two notable parks: Liberty Park and Underhill

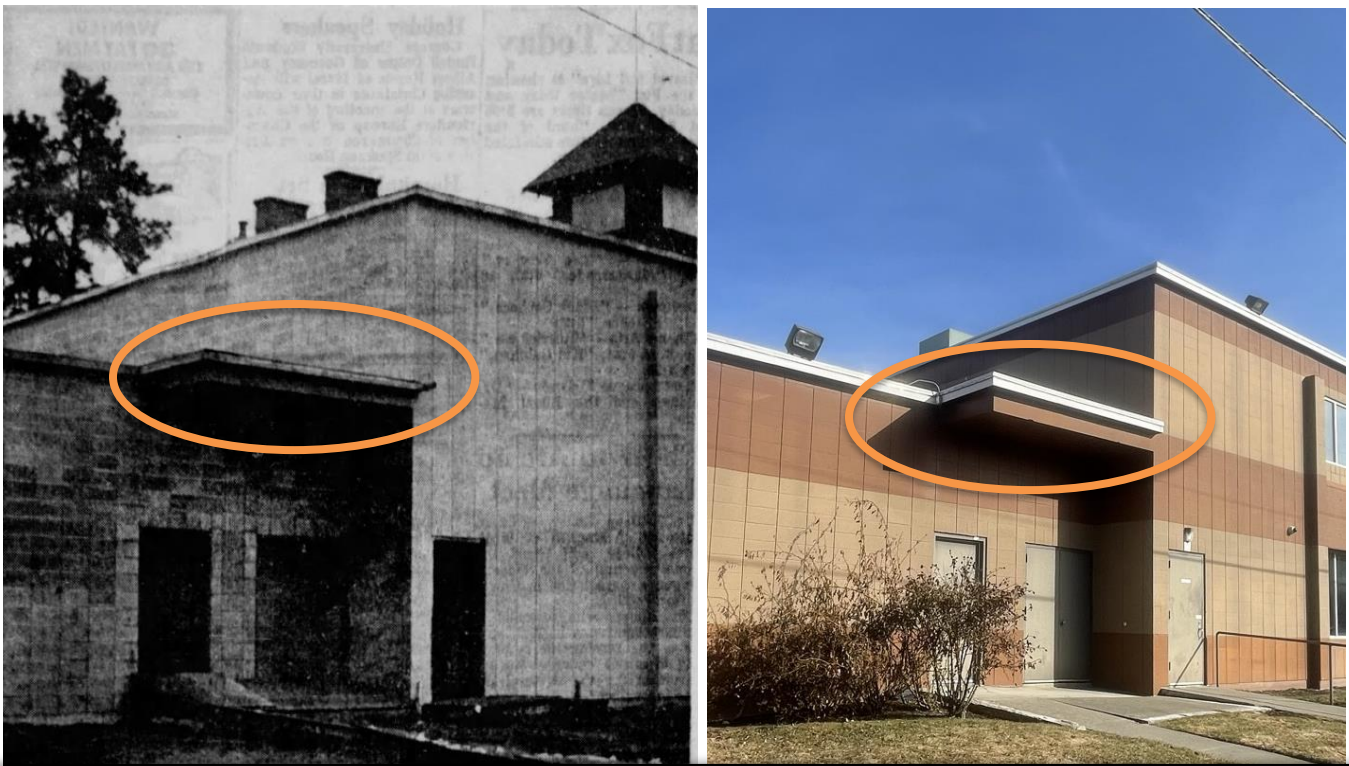
<sup>1</sup> City of Spokane Building Permits, 500 S Stone Street, Spokane Building Permit Archive.

Park. McKinley School was the elementary school for the northern half of the neighborhood and Edison School was the elementary school for the southern half.

It was historically a walkable and transit friendly neighborhood. Most services were located within walking distance, and those that were further were accessible by streetcar. From before the turn of the 20<sup>th</sup> century until the late 1920s or early 1930s, the neighborhood was served by an electric railroad. The railroad provided access to downtown Spokane and beyond and it passed directly in front of the former Edison School on Fifth Avenue. The abandonment of the streetcar in the 1930s and the construction of the interstate highway beginning in the 1950s divided and isolated the neighborhood, and redefined its functional boundaries. Many services were cut off from residents in the southern half of the neighborhood, which made the need for the community center even greater.

The sprawling design of the East Central Community Center prioritizes function over form. The building has an irregular footprint. It is constructed of concrete block (or CMUs) with dividing courses of scored concrete blocks that simulate the appearance of a soldier course of bricks. There are three courses of scored blocks on the one-story portion of the building, one at the floor, one at approximately eight feet high above the window openings, and one at the top of the wall. There is an additional fourth course on the 2019 addition, and there are eight courses on the gymnasium. There are no courses on the retained 1965 addition, which helps to differentiate it from the newer construction. The roof is a flat built-up membrane roof with a 6-10 inch metal cornice wrapping the roofline. Most of the windows are metal sash plate glass windows and the windows on the north side are recessed with dividing walls between each window. Many of the entrances, like the windows, are recessed. The current paint scheme is alternating horizontal sections of two shades of brown, one light and one dark.

The majority of the building is one story, but there are sections on the southeast and northwest that appear taller. The southeast section is a tall one story to accommodate the high-ceilinged gymnasium and the northwest section is two stories. The two-story section on the northwest corner is the part of the Edison School building that



Photographs from the same location comparing 1965 with 2023. The 1965 multipurpose room was nearly completed in this photo and the awning is clearly still extant on the building today. Also notice the three doors and the two story vertical façade articulation on the right of each photo.

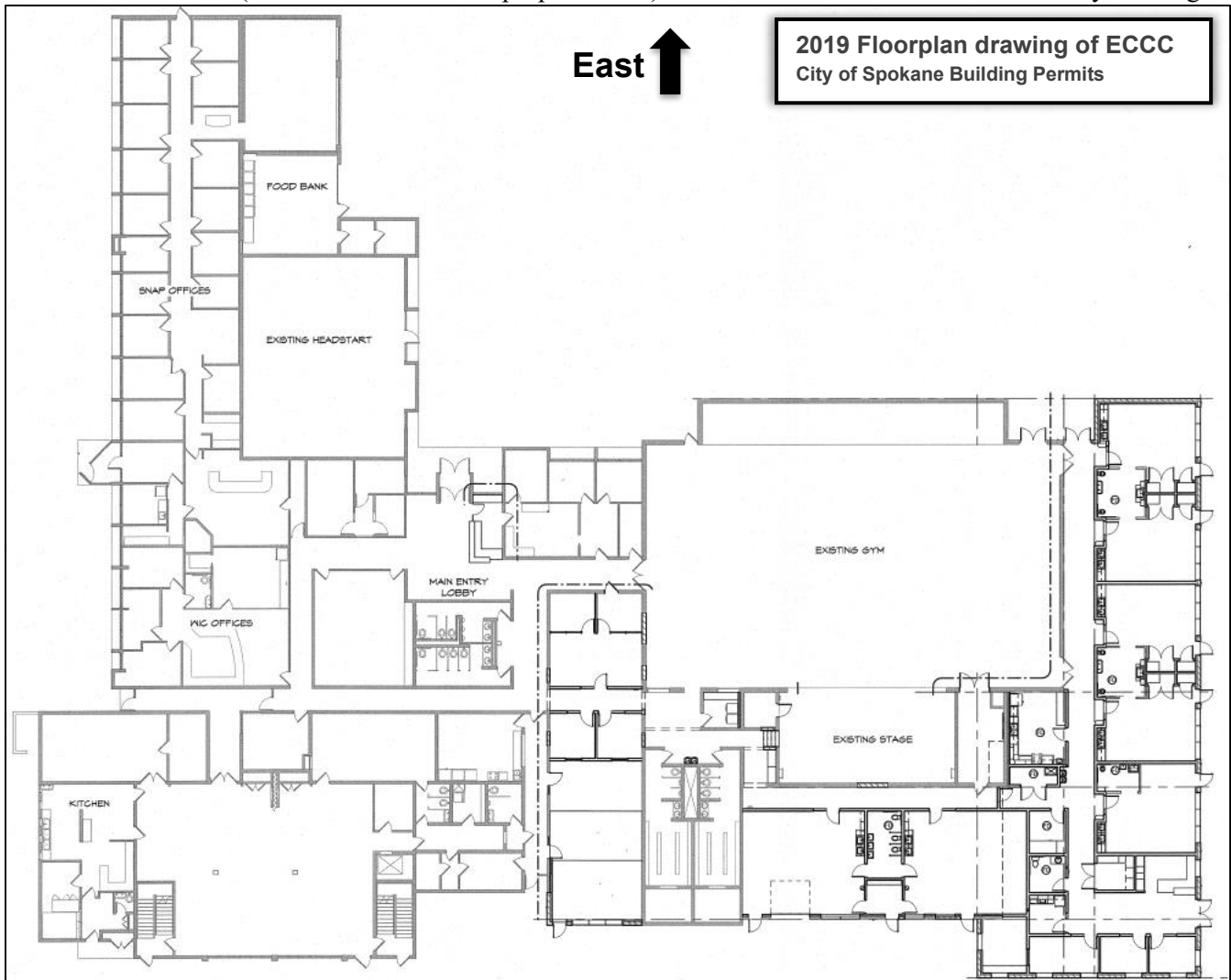


was retained at the time of redevelopment into a community center. The retained section of Edison School was formerly a gymnasium that was constructed as an addition to the Edison School in 1965. The 1965 addition is no longer used as a gymnasium and a second-floor plate was added to make it two stories. Recent work on the ground floor of the 1965 addition revealed gymnasium flooring beneath the carpet.

The building is approximately 280 feet long from north to south and approximately 140 feet wide from east to west. There is an approximately 7,000 square foot “L” shaped protrusion on the northeast corner where the building is approximately 230 feet wide. The primary entrance is located on the east elevation and is accessed from a parking lot with a small plaza in front of the primary entrance. The plaza includes an abstract sculpture and a simple mural on the wall that says “We Serve.” A secondary entrance on the south elevation provides access to the childcare facility. There is also what appears to be an entrance on the north elevation, however that entrance is not currently in use.

The building is designed in a late-20<sup>th</sup> century institutional style. Although the building was designed by the notable architectural firm Tan Brookie Kundig, it is a practical and affordable design with few eye-catching architectural details. The most notable extant character defining features are the concrete blocks that resemble soldier courses (which were notably copied in the 2019 addition, albeit with blocks of slightly different texture), the divided window bays on the north elevation, and the sharp angular design.

The interior of the building is an expansive 41,000 square feet. A building floorplan drawing from 2019 gives an idea of the various rooms and uses. The east wing includes the food bank, teen center, and office space. The northwest corner (which is the 1965 multipurpose room) is a commercial kitchen and cafeteria style dining



room. Above the dining room on the second floor is more office space. The gymnasium is located in the southeast corner of the building. Complete with a light-up scoreboard, the gym can be used for a variety of sports including basketball and volleyball. A set of retractable bleachers lines the east wall, and a stage is located on the west side. Classrooms wrap the south and west elevations. The main lobby is located on the east elevation just south of the east wing. It provides access to the entire building via a hallway system, however most program areas have their own entrances from the exterior as well.

The East Central Community Center is one of four buildings that comprise this community-focused block. The three additional buildings on the site include the East Central Senior Center in the southeast corner, the East Central Police Precinct (Eastside formerly the East Central Library) to the north of the senior center, and the CHAS Health and Dental Clinic in the southwest corner. The colocation of these service providers is an important design choice that allows for users of these services to take advantage of multiple services in one convenient location.

### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The East Central Community Center has not experienced many changes since its 1978 construction. The most significant change occurred in 2019 when a 5,820 square foot addition was constructed on the south elevation to increase space for infant childcare services. The addition was designed to closely match the 1978 structure. It includes split-ribbed or fluted concrete blocks (CMUs) that also simulate a soldier course of bricks but with a slightly different texture than the 1978 building. Split-rib or fluted blocks are made by splitting two blocks apart to get the broken looking texture on the face. The different type of concrete blocks used on the addition allows for differentiation between the old and new. The 2019 addition also includes flat roof awnings over the entries which are not present on 1978 structure. There is, however, one flat roof awning on the 1965 multipurpose room. The outlined section in blue on the satellite imagery shows the footprint of the 2019 addition. There are a number of other small exterior changes like replaced windows, addition of garage doors, and the addition of a metal cornice. None of those changes impact the building's ability to convey its historic character.



**Aerial imagery of the East Central Community Center site in 1958 (left) and 2022 (right). Most or all of the historic structure was demolished but the 1965 addition (not pictured in the 1958 imagery) was retained and is extant.**



CURRENT APPEARANCE & CONDITION

**Interior:**



Childcare Center Entrance



Food Bank



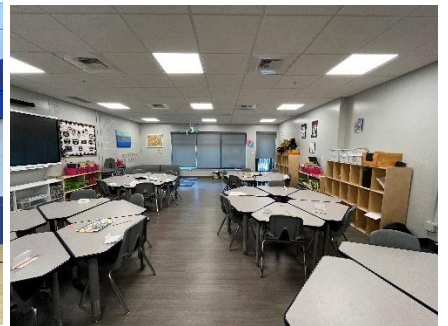
Teen Tech Center



Gym



Stage



Classroom



Meals On Wheels Dining Area



Meals on Wheels Kitchen



Classroom



SNAP Offices



Administrative Offices



Classroom



**East elevation:**



**North elevation:**



**West elevation:**





**South elevation:**



**Context from the northwest:**



**Sculpture on East Elevation, artist unknown:**





## SECTION 8: NARRATIVE STATEMENT OF SIGNIFICANCE

**Categories for Listing:** A and E  
**Areas of Significance:** Social/Humanitarian  
**Period of Significance:** 1978-2024  
**Built Date:** 1978  
**Architect:** Tan Brookie Kundig  
**Builder:** Max J. Kuney Company



**East Central Community Center from the northwest.**  
4/21/2021 by Logan Camporeale, SHPO

### STATEMENT OF SIGNIFICANCE

The East Central Community Center is an institutional community property in Spokane's East Central Neighborhood that is associated with Spokane's community center initiative of the late 1970s and 1980s that resulted in multiple community centers throughout Spokane.

The East Central Community Center has maintained its role as a community resource providing a variety of services for the community. A newspaper article from 1976 when the center was being contemplated stated that the goal of the center was to create "a social refuge for their elderly and young, a dispensing point for many human services." The mission remains the same in 2024. Freda Gandy, the director of the center in 2024, succinctly describes the community center as a "one-stop shop to meet the community's needs." That is not an exaggeration. Every corner of the building has a different community use, from teen center to senior cafeteria, and from infant day care to a provider who helps families cover their utility bills.<sup>2</sup>

The East Central Community Center is significant under two categories as established in Spokane Municipal Code 17D.100.020. The building is significant under Category A due to its association with the broad patterns of Spokane history particularly as the catalyst that initiated an era of community center construction in

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<sup>2</sup> Jack Roberts, "For Community Services, Edison Center Draws Debate," 12/12/1976, Section B Page 1.

Spokane. The building is also significant under Category E due to its association with Spokane's racially and ethnically diverse East Central community and particularly with the League of Women for Community Action.

The East Central Community Center is significant under Category A due to its association with Spokane's era of community center construction. The decade-long grassroots community effort to establish and build the East Central Community Center was a catalyst and model for other Spokane neighborhoods to open their own community center. The West Central Community Center opened in 1980 and the Northeast Community Center opened in 1982 following in the footsteps of East Central and using similar funding models to establish and build the centers. Furthermore, the Mayor of Spokane at the time East Central Community Center opened, Ron Bair, exclaimed that the center and its supporters had "become a model used by the rest of the United States."<sup>3</sup>

The East Central Community Center is exceptionally significant under Category E due to its deep association with the racially and ethnically diverse East Central Neighborhood and particularly with the influential community organization the League of Women for Community Action. The League was a group of approximately twenty-five Black women who were the primary advocates for the formation of the center and were the first provider to receive a contract from Spokane City Council to run the center.

Although a portion of the building remains from the Edison School which was previously on this site, the period of significance for the East Central Community Center begins at the time of redevelopment in 1978 and stretches to 2024, as the community center uses of the building continue at the time this nomination was prepared.

### SPOKANE HISTORIC CONTEXT: FROM TRIBAL LANDS TO BUSTLING CITY

The City of Spokane sits on the traditional lands of the Spokane Tribe. They have inhabited these lands since time immemorial. They hunted, fished, harvested, raised horses, traded, and made their homes in Spokane and surrounding areas. Government surveyors who mapped the area around the future site of the East Central Community Center in 1874 indicated that two native trails were in or nearby. One of the trails went from Liberty Park northwest toward Spokane Falls and the other went from Underhill Park to the southeast toward Glenrose area and the location of the Mullan Military Road. The map also shows that there was a spring located around Liberty Park which may have been a place of interest for local tribes.<sup>4</sup>

The Spokane's way of life was abruptly altered when white people began arriving in the region in the early 1800s. The North West Company, a Montreal based fur trading operation, built the Spokane House trading post at the confluence of the Spokane and Little Spokane River in 1810, marking the beginning of white settlement in the region. Settlement was initially slow, but by the late 1850s increasing numbers of white people were encroaching on tribal lands in pursuit of newly discovered gold in the Columbia River and its tributaries.

In the 1850s, the United States Army initiated a punitive campaign against a confederation of regional tribes, including the Spokanes, after the army was embarrassed by the tribes at the Battle of Steptoe Butte. The punitive campaign, under the leadership of General George Wright, engaged with and defeated the allied tribes at the Battle of Four Lakes and the Battle of Spokane Plains. After arriving at the Spokane River near present day Spokane Falls Community College, Wright's men proceeded east on the river destroying tribal food caches, taking tribal members captive, and ultimately slaughtering over 800 horses belonging to a confederation of the Plateau Indians, in an attempt to defeat the tribes by depleting their resources, an all-out war tactic.

The fighting ended in September 1858 with surrender of the tribe under the guise of a peace treaty. Instead of brokering peace diplomatically, General Wright murdered Sub-chief Qualchan and at least three fellow warriors on the shore of Hangman Creek. After the defeat of the Spokanes and surrounding tribes, the government began negotiating with and ultimately forcing the tribes onto reservations. In 1872, an executive order instructed

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<sup>3</sup> Jim Smith, "East Central Community Center Opens," 8/30/1979, page 10.

<sup>4</sup> James Tilton Sheets, GLO Map for Township 25 North Range 43 East, 1874, [https://www.blm.gov/or/landrecords/survey/yGrid\\_ORWA.php?state=WA&ln=1000000](https://www.blm.gov/or/landrecords/survey/yGrid_ORWA.php?state=WA&ln=1000000).

the Spokane Tribe to move to the original Colville Indian Reservation. The removal of the Spokanes and other regional tribes opened up the townsite of Spokane to homesteaders, and soon after settlers began arriving.<sup>5</sup>

The powerful Spokane River and its large waterfalls made an ideal location for a mill and ultimately a townsite. As the city grew and technology developed, the city's proximity to a waterfall allowed for easy access to hydroelectric power. The electricity produced from the river provided Spokane with a robust electrical system to homes, businesses, and the overhead power lines that crisscrossed the city powering a fleet of electric streetcars.

The City of Spokane grew quickly. In 1880, just a year before incorporation, there were only 350 white people living in the town of Spokan Falls. By the time of the next census in 1890, Spokane residents had dropped the "Falls" from their town's name (and added an "e") and the city's population had increased to 19,922 people. This rapid influx amounted to growth of over 5,500% in just one decade. The city's pace of exponential growth experienced a minor setback in August of 1889 when approximately thirty blocks of downtown Spokane were burned to the ground in a fast-moving fire. This left much of the city's core a blank slate from which a freshly constructed downtown of primarily brick masonry buildings rose from the ashes.<sup>6</sup>

Not discouraged from the fire, Spokane's rapid growth continued. The burgeoning mining, railroad, timber, and agriculture industries attracted tens of thousands of people who flocked to the Inland Northwest seeking new jobs and greater opportunities. By 1900, the number of Spokanites had grown to 36,848, most of which were working-class, often itinerant laborers. That number continued to grow and when the 1910 census was taken, a decade after the turn of the century, 104,402 Spokane residents were counted. This influx of population brought the labor force and professionals necessary to grow regional business but it required quick construction of housing accommodations. Many Italian immigrants moved into East Central during this period.

Population growth remained mostly stagnant in Spokane from 1910-1940, only adding approximately 18,000 residents. However, Spokane experienced a boom in the build-up to World War II due to important war-time industry that was based here. Americans from other regions of the country, many of whom were Black, flocked to Spokane to fill the new job opportunities. This population boom brought some 30,000 new residents during the 1940s and increased the total population of Spokane to 161,721. This influx in residents demanded more housing, some of which was created in Spokane's East Central Neighborhood.<sup>7</sup>

### EAST CENTRAL NEIGHBORHOOD<sup>8</sup>

The East Central Neighborhood, or Union Park Addition, developed into a substantial residential district during Spokane's period of greatest growth from 1900-1910. The neighborhood is located southeast of downtown Spokane and was originally separated from the core by the substantial 21-acre Liberty Park. Located near downtown and the railroad, the area was largely inhabited by working class Spokanites who were employed at the nearby businesses. The neighborhood has historically been home to a socioeconomically and ethnically diverse population including a Black and Italian-American community, many of whom still call the neighborhood home today.

Sanborn Maps suggest that East Central was substantially developed by 1910. Some of that growth was driven by Spokane's burgeoning Italian community. The Italian population in Spokane grew as Italians came to the United States by the millions. A small number of Italians, including notable families like the Scarpellis,

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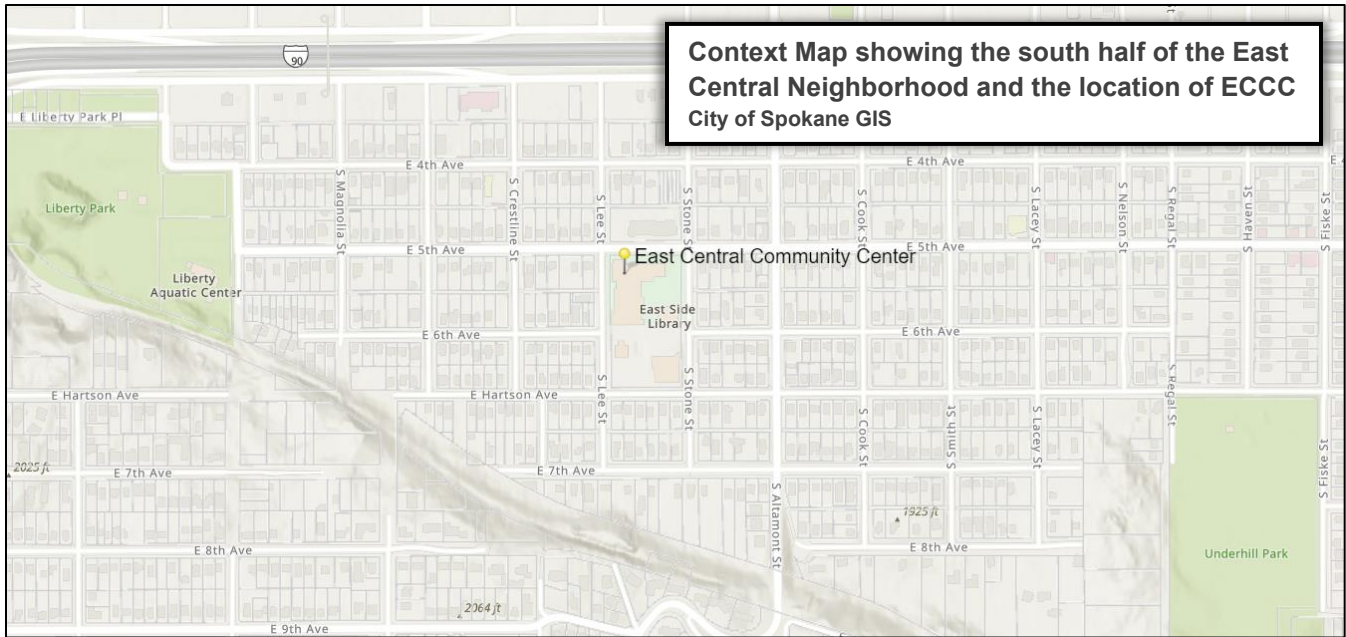
<sup>5</sup> Warren Seyler, Ben Adkisson, *Spokane Tribal Wars of 1858*, directed by Trask McFarland (2017; Wellpinit, WA: VariusMedia), <https://youtu.be/-uN2juBAKlc>.

<sup>6</sup> Washington State Office of Financial Management, Forecasting and Research Division, "Decennial Census Counts of Population for the State, Counties, Cities and Towns," (Excel spreadsheet, Olympia, 2017), page 4.

<sup>7</sup> Washington State Office of Financial Management, "Decennial Census Counts of Population for the State, Counties, Cities and Towns," page 4.

<sup>8</sup> A brief context of the East Central Neighborhood is provided in this nomination but researchers interested in East Central should consult the East Central Historic Context and Survey produced by the Spokane Historic Preservation Office in 2022-2023 from which this shorter context was derived.



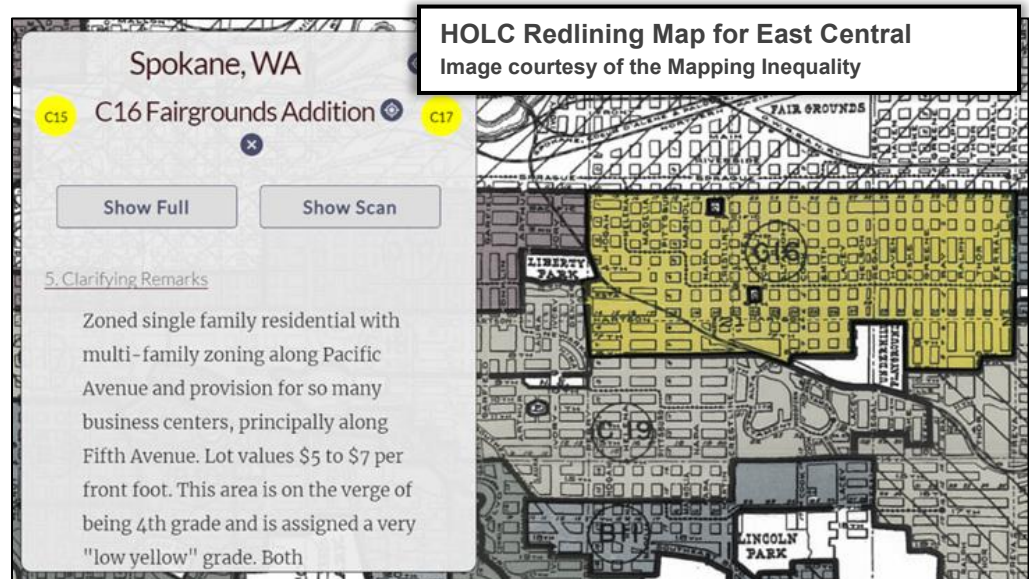


arrived in Spokane in the 1880s and 1890s. By the early 1900s, the *Spokane Press* reported that over 500 Italians were living in Spokane, amounting for nearly 2% of the population. In June of 1902, the first local Italian society was formed with the name Fratellanza Marconi. They soon changed their name to the Marconi Colombo Society and they celebrated their 20-year anniversary in 1923. The society was replaced by a new Sons of Italy club in 1928.<sup>9</sup>

The rise in Spokane’s Italian population directly correlates with the period of greatest residential development and growth in East Central. Many of the Italian families who moved into the neighborhood from 1905-1925 had arrived in Spokane a decade earlier and had earned enough money to purchase or rent a house. By 1938, foreign-born Italian families accounted for upwards of 10% of the residents in East Central.<sup>10</sup>

As some Italian families moved out of East Central in the midcentury, many Black families began to fill their place. The Black Spokanites who were increasingly steered into East Central starting in the 1940s became proud residents of and advocates for their neighborhood despite federal policies that made it nearly impossible to leverage the equity in their properties to borrow money for improvements or investment opportunities.

But, housing segregation in Spokane was not just something that happened organically, it was the



<sup>9</sup> “Italians Plan Annual Picnic,” *Spokane Chronicle*, 5/22/1925; “Something About the Italian Community of Spokane,” *Spokane Press*, 1/16/1903; “‘Sons of Italy’ Club in Spokane,” *Spokane Chronicle*, 4/18/1928.

<sup>10</sup> HOLC Redlining Maps, Spokane.

result of de jure<sup>11</sup> policies and laws. In January of 1938, surveyors from the Federal Government's Home Owners Loan Corporation (HOLC) arrived in Spokane for a survey project to classify residential districts into four classes based on the supposed creditworthiness of prospective buyers and borrowers. The Spokane survey was led by Theodore S. Bowden who met with a local mortgage group, the Spokane Mortgage Men's Association, while he was in Spokane working on the project.

According to the HOLC Map for Spokane from 1938, the East Central Neighborhood was colored yellow on the map and classified as "definitely declining." Although prospective buyers in yellow zones had an easier time securing loans than buyers in redlined neighborhoods, it was still much more difficult to secure a loan in this area. According to the remarks on the map, this area was "on the verge of being 4th grade and is assigned a very 'low yellow' grade. Both improvements and population are extremely heterogeneous in character and the Northeastern part of the area will undoubtedly become 'hazardous' in the course of time." The HOLC was forecasting the future of the East Central Neighborhood by setting the conditions that would almost guarantee that result.

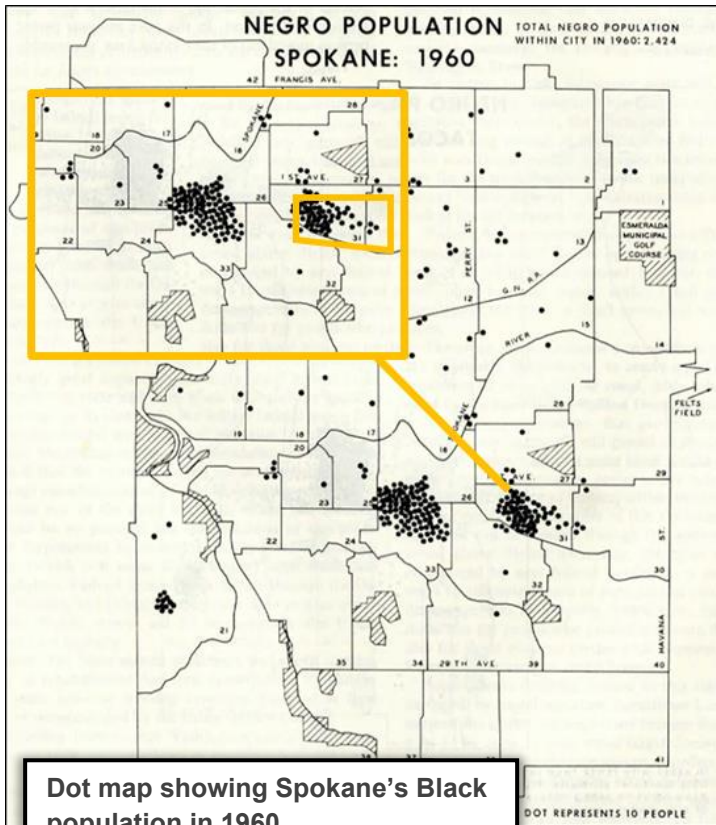
The HOLC's red and yellow designations had long-lasting impacts on the ability of residents to improve their living conditions and to accumulate generational wealth. Prospective buyers of their properties were unable to secure loans preventing them from using the capital to purchase a larger home or a home in a different neighborhood. These designations also made it much harder for property owners to secure home equity lines of credit that could be used to improve or maintain properties within the area.

It was difficult for a Black resident in East Central to sell their property, since most buyers could not get a loan to purchase it. Even if they could find a buyer, it was hard to find a place to move: the options for other neighborhoods that allowed Black residents were limited. Unlike Italians who had found upward mobility and

moved out of East Central, that process (a step in the American dream) was less accessible to Black Spokanites who were restricted to specific neighborhoods due to the color of their skin.

The tools to enforce housing segregation and to steer Black Spokanites into East Central were effective. In 1950, about the time J.W. Strong said housing segregation became more pronounced in Spokane, only 58 Black residents lived in Census Tract 30/31 which surrounded the 5th Avenue Business District and the East Central Community Center. There were three census tracts on the north side with the same or greater number of Black residents than in Tract 30/31. The city was not yet as segregated either, with 42% of the city's Black population living in three census tracts.

By 1960, there were 586 Black residents in Census Tract 30/31, an increase of 910% in just ten years! Likewise, the city at large became more segregated in those ten years, and by 1960 71.6% of the city's Black residents were living in just 3 census tracts. The area around the 5th Avenue Business District became a residential center of Spokane's Black community in just one decade.



**Dot map showing Spokane's Black population in 1960.**  
 A 1968 Report on Race and Violence in WA

<sup>11</sup> De jure segregation policies refers to segregation this is mandated or supported by the government, as opposed to de facto segregation which just happens by chance or choice.

This was also the period of the greatest “white flight” from East Central. Between 1950 and 1970 the white population in Census Tract 30/31 was cut in half, and the percentage of white residents in the Tract decreased from 98% to 76%. This tells the story of the upward mobility of white immigrant families. It also shows that white families fled the neighborhood once the federal government had deemed it less desirable in their redlining maps, and once nonwhite residents started increasing in number.

The dot map of Spokane’s Black population in 1960 shows the impact of housing segregation on the density of Spokane’s Black population. The detail pop-out on the map shows the densest concentration of Black residents in downtown and East Central. When the 1938 Redlining Maps were created, East Central’s Black population made up about 1% of the total which was similar to the city as a whole. But by 1960, it is evident that the Black population in East Central was larger than anywhere in the city except for downtown. According to former Mayor Jim Chase, Spokane’s first and only Black Mayor, “Black Spokane, by geographic location, is defined as roughly Third to Ninth, between Division and the 4000 block east.” The census data shows that Chase was accurate.<sup>12</sup>

Black families began moving into East Central in greater numbers the 1950s and 1960s. In many cases, they were steered into the neighborhood with limited other choices and proceeded to make it their own. Likewise, Black Spokanites opened businesses along the 5th Avenue Business Corridor. One Black business is emblematic of the transition to a Black neighborhood, Larry’s Afro Barber Shop. Larry apprenticed with the original owner, a white man, in the 1960s. He ultimately purchased the building and shop from the original owner in 1978 and continues to operate his barber shop at the same location in 2024.

## THE EDISON SCHOOL

The building at 500 South Stone Street was originally constructed as the Union Park School in 1893. It was first built as a ten-room brick schoolhouse. The name of the school changed to Edison School within a handful of years of opening. Named after the famous inventor Thomas Edison, the school grew to be one of the largest in Spokane School District by the first decade of the 1900s. The school was expanded in 1903-04 and continued to grow until the school was reduced from K-8 to K-6 in 1919.

School attendance shrank from over 800 students down to the 200s and by the 1940s, discussions about closing the school had begun. Through the mid-century period, the school had a significant Black student



**Photo of Edison School circa 1910.**  
Northwest Museum of Arts and Culture

population and was socioeconomically disadvantaged. According to a 1968 newspaper article, 42.2% of the Edison student population was Black, though the school district overall had a Black student population of less than 2% of the Edison student population was Black. Compare that to the overall Black student population of the entire school district at less than 2%. Only a dozen other schools in Washington State had a larger percent of Black students than Edison School, and all were located in Seattle or Tacoma. Black civil rights attorney Carl Maxey called the school one of the poorest in Washington State in 1966.<sup>13</sup>

There were efforts to bring the school up to standards in the 1960s. In 1965, a \$100,000 six thousand square foot multi-purpose room was added

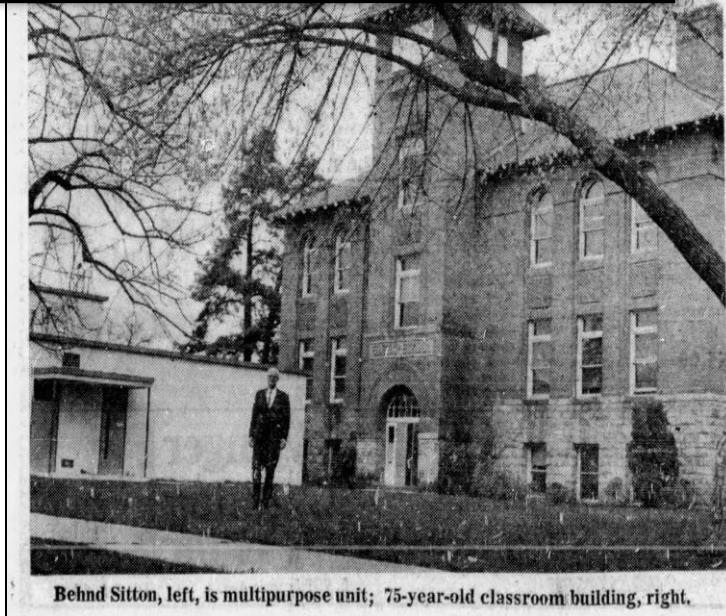
<sup>12</sup> Dorothy Powers, “The Negro Viewpoint: Spokane’s Negroes speak out on education, housing, employment and the outlook for their youngsters,” *Spokesman-Review Sunday Magazine*, 4/21/1968, page 6.

<sup>13</sup> Spokane Public Schools, *First Class for 100 Years*, “Edison School,” page 26; “Kindergarten Need Stressed,” *Spokane Chronicle*, 3/26/1968. Page 17.



Photo of Edison School in 1968 showing the new multipurpose room on the left.

*Spokesman-Review*, 1/24/1969



Behind Sitton, left, is multipurpose unit; 75-year-old classroom building, right.

to the historic schoolhouse that up to that point had no cafeteria or gymnasium. The concrete block addition was designed by architect Willis E. James. It was supposed to be the first of a four-phase improvement plan to the school.<sup>14</sup>

Efforts to bring the school up to standards fell short, despite community advocacy. The Residents of East Area Combined to Help, or REACH, were formed with the purpose of relating to “the school board the conditions of our school building facilities in the eastern area.” One of the group’s organizers, Frank Williams, told the newspaper that “the deterioration of our facilities reflects the deterioration of our neighborhood.” He continued saying that East Central residents “feel they have been fighting a losing battle” in getting proper funding and attention for their school facilities.<sup>15</sup>

It was not only local policies that were frustrating Edison School advocates, but state policies as well. *Spokesman-Review* reporter Jim

Smith started a 1968 newspaper article with the question: “Can a school divided statistically into three parts white and two parts black survive?” He continued to say that Edison “parents do not expect destruction of their school to come from within their neighborhood. They fear state policies will force them to send their children to other schools.” He explained that “any school with 40 percent or more of its pupils being of a minority race is regarded as a segregated school in Washington” and that the state’s “stated goal has been to eliminate segregated schools.” One of the strategies to eliminate those schools was “to deny construction funds to any building project that would perpetuate segregation.” Mrs. Allie L. Bly, President of the Edison Parent-Teacher Association, said that the organization was “opposed to the closing of the school” and that the parents did not “want our children being bussed out of the neighborhood.” The article closed with a powerful statement: “in this neighborhood, school is a popular place.”<sup>16</sup>

In 1969, Spokane civic leader and government employee Eleanor Chase, wife of politician Mayor Jim Chase, claimed that there was “de facto segregation” at Edison School, in that most of the city’s Black students went to school there. While de facto forces may have contributed to segregation in East Central, in hindsight it is clear that de jure segregation had equal or greater impact on the racial composition of the school. Whether that was federal policies like redlining, or local policies like restrictive covenants and school district boundaries.<sup>17</sup>

Despite a difficult funding landscape and the constant threat of school closure, neighborhood advocates continued to do good work. In 1970, the East Area Pre-Schools were operating a free kindergarten in the basement of Edison School which garnered a feature article in the *Spokesman-Review*. The preschool was lauded for being free to attend, racially diverse, and for providing critical early learning to the neighborhood. The school’s finance chairman, Mrs. Connie Bagby (artist, philanthropist, and wife of noted surgeon Geroge W. Bagby), said that the group was caring for at least 57 preschoolers and were “really doing this on a shoestring” with a lot of community support. They received donations from churches, community advocates, regular citizens, and a variety of organizations. They also received an art piece from notable artist Harold Balazs (who was likely friends with fellow artist Connie Bagby) that could be used as a climbing structure. One mother quoted in the

<sup>14</sup> “Teacher Pay Hike Proposals Outlined,” *Spokane Chronicle*, 3/11/1965, page 18.

<sup>15</sup> “East Side Asks School Help,” *Spokane Chronicle*, 1/14/1970, page 5.

<sup>16</sup> Jim Smith, “Edison School: History Won’t Help,” *Spokesman-Review*, 6/30/1968.

<sup>17</sup> “Action, Not Talk, Called Need to Aid Minorities,” *Spokesman-Review*, 2/5/1969, page 6.



**A group of Edison School students playing ball together.**  
*Spokesman-Review, 6/30/1968*

**Edison pupils romp together vigorously as parents strive to keep neighborhood school alive.**

article explained that the “kindergarten is good preparation for the children” and that her “little girl hates it if she ever has to miss because she is ill.”<sup>18</sup>

After decades of debate about the future of the school, a failed levy by Spokane voters in 1972 was the death knell for Edison School. It, along with eight other elementary schools in the district, was closed in the wake of the levy failure. Edison School was selected for closure versus other schools in the district (it would be interesting to map the locations of all the closed schools from that year).

The closing of Edison School had impacts beyond education. In the 1972 general election, East Central residents’ typical polling place at the Edison School was moved to a new location, forcing residents to walk over a mile further to cast their ballots. On that ballot was the school district’s levy proposal that could have extended funding to Edison School and revived it as an elementary school. The closing of the Edison School was very much a self-fulfilling prophecy by policy makers.<sup>19</sup>

### THE LEAGUE OF WOMEN FOR COMMUNITY ACTION

In May of 1969, Betty Jean Richey, Charline Marie Hopkins, and Nellie Lay filed an application with the



**A group of Edison School students playing on the Balazs statue (current location is unknown).**  
*Spokesman-Review, 2/15/1970*

<sup>18</sup> Dorothy R. Powers, “East Area Kindergarten Is Free, Fun, Educational,” *Spokesman-Review*, 2/15/1970.

<sup>19</sup> “Redrawing of Precincts Said Due,” *Spokane Chronicle*, 10/19/1972, page 3.

Washington Secretary of State to incorporate the League of Women for Community Action. The group's stated purposes were "charitable, benevolent, educational, civic, social, and particularly for the purpose of setting up a day care center." The application identified the original board of directors which included five members: Carol Richey, Rosa Anna Coats, Jimmie Lee Kinard, Mae Belle Hawkins, and Lula Mae Montgomery. When the group was formed, three of the five directors resided near the East Central Community Center and one (Rosa Anna Coats) resided in a house that was ultimately demolished for the Liberty Park Interchange.<sup>20</sup>

The League's original membership comprised twenty-five Black women from east Spokane, most of whom were mothers that felt a day care center was desperately needed on the east side. They held true to their mission and saw results quickly. In 1970, only a year after incorporation, they opened a day care center, officially known as the Southeast Community Day Care Center. The center was originally located at 2430 East Pacific in a church, but the size of the space was instantly an issue and the League was almost immediately looking for a more suitable space.<sup>21</sup>

The center was partially funded by the Spokane City Council, the Head Start program, and by community development funds. Their relationship with City Council also appears to have been strong, because in 1978, they broke ground on a building that would house the day care center on the old Edison School site and in 1980 the city offered to lease the land near the former Edison School on South Stone Street to the League on favorable terms of \$1.00 rent per year. The organization also had financial support from the Washington Commission for the Humanities who helped fund their outreach and educational activities.<sup>22</sup>

Providing a resource for day care was critical to Spokane's working class. Much as the situation is in 2020s, it was impossible for parents (especially single parents) of children under five years old to go to work during the day and earn a paycheck to provide for their family if they did not have any access to affordable

## Ceremony Marks Site Clearing

A ceremony was planned this afternoon at the old Edison School, S515 Lee, to commemorate the first step toward construction of an East Central Neighborhood Community Center on the site.

The ceremony—as destruction of the building began—was to be a highlight of Septemberfest, a neighborhood festival sponsored by the League of Women for

Community Action.

Lee A. Wade, project director, said the festival would include walking and riding tours of the neighborhood, displays of photos and art presenting "images" of the neighborhood, a fashion show, arts and crafts displays and entertainment by various ethnic groups.

When completed next fall, the community center will

provide facilities for health care and social services, a new branch of the Spokane Public Library, a gymnasium and cultural center, meeting rooms and space for other activities.

Budgeted at nearly \$1 million, the center is the first to be constructed by the city using federal community development funds.

Newspaper clipping reporting on the ceremony marking redevelopment of the community center site.  
*Spokesman-Review*, 9/20/1979

<sup>20</sup> Articles of Incorporation for the League of Women for Community Action, Washington Secretary of State, Washington State Digital Archives; Carol Shook, letter to City of Spokane regarding East Central Community Center renaming and historic designation," 7/1/2019; "20 Filings Announced for New Corporations," *Spokane Chronicle*, 7/5/1969, page 2; "Action League Support Told," *Spokane Chronicle*, 10/10/1969, page 15;

<sup>21</sup> "For Day Care Center: Community Help Sought," *Spokesman-Review*, 11/7/1969, page 6; "Action Unit Votes for Kindergartens," *Spokesman-Review*, 7/17/1969, page 6; "'Day of Concern' Includes Panel on Housing Issue," 5/27/1969, page 6; Alden Cross, "East Side Day Care Dream Ready for Opening Monday," *Spokesman-Review*, 5/25/1970, page 11; Dorothy Powers, "Each Black Woman Walks Lonely Road to 'Personal Identity,'" *Spokesman-Review*, 1/14/1973.

<sup>22</sup> "Social Action Success," *Spokane Chronicle*, 4/27/1978; "Ceremony Set at Edison," *Spokesman-Review*, 4/29/1978, page 16; Agreements between the City of Spokane and the League of Women for Community Action, City of Spokane Public Records Database, 2/27/1980 and 9/25/1980.

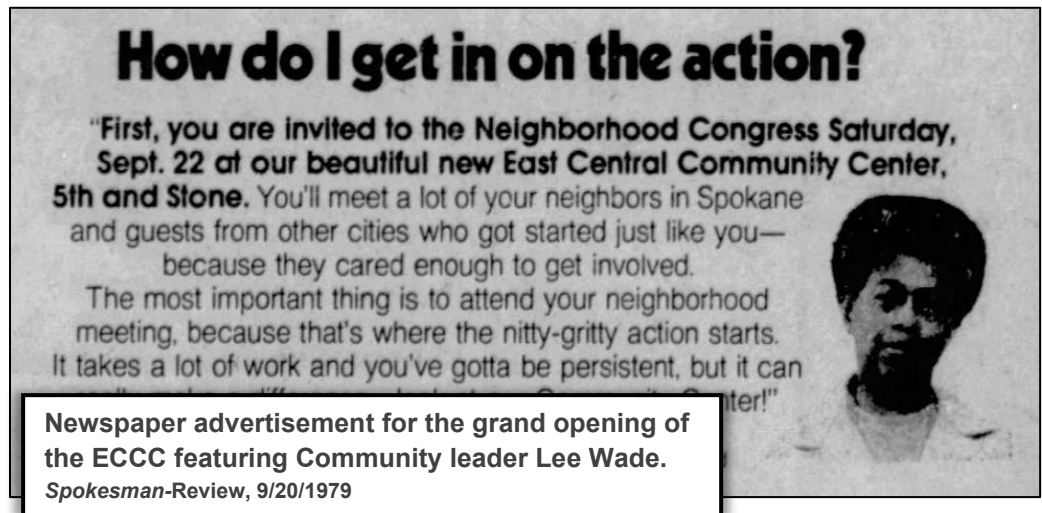
childcare. Additionally, the Southeast Community Day Care Center endeavored to provide services to children including medical, dental and education. The center also employed social workers who could connect with parents and try to meet their individual needs as well.<sup>23</sup>

Additional to the day care, the center provided a space in the neighborhood for important community meetings. The NAACP met there regularly. The meetings hosted at the center included: community workshops, lectures on Black history in Spokane, programming for Black teens, lectures that featured Carl Maxey, their 76<sup>th</sup> birthday celebration, and their general membership meetings. The location would have been especially convenient for the members who lived in the East Central including John K. Carpenter (2103 East Hartson) who held a leadership position with the group serving as a committee chairperson.<sup>24</sup>

The League of Women for Community Action was officially dissolved as a corporation in 1986, however the organization continues to exist as a nonprofit today doing business as the Southeast Day Care Center. A day care and community center continues to operate in the building the League constructed. And, importantly, the League and their center inspired other neighborhoods to pursue community and day care centers throughout Spokane. The *Spokesman-Review* remarked that East Central's "determined hard-working residents could be considered inspiring pathfinders for those in other parts of the city." In 1980, West Central followed suit, and in 1982 Northeast Spokane opened a center too.<sup>25</sup>

Lee Wade had an outsized influence on East Central's trajectory. She was involved in so many East Central neighborhood groups and organizations that a newspaper reporter in 1990s summarized Wade's involvement in the community: "well, if it's East Central, she's on it." Wade was a founding member of the League of Women for Community Action and the East Central Community Organization, she served on the East Central Steering Committee and the East Central Advisory Board, and she was involved with the first neighborhood council in East Central. Wade was appointed to the City Plan Commission where she seems to have served as a conduit between East Central and the city to share with other parts of the city the grassroots community advocacy strategies that had benefited East Central. She was also involved with community development funds and their distribution in East Central. In 1979, she participated in a city advertising campaign to encourage folks to participate in the community development process at the grassroots level because "that's where the nitty gritty action starts."<sup>26</sup>

Lee Wade remained active with the East Central Community Center into the 2000s. In a 2001 newspaper article she said, "in my view, we have exceeded our goals and beyond." The center did its job of helping to ease hunger, illness, unemployment, loneliness, crime, and family problems.<sup>27</sup>



<sup>23</sup> Cross, "Day Care Centers Seen Vital to Poor," *Spokesman-Review*, 3/23/1970, page 5.

<sup>24</sup> "NAACP to Celebrate Birthday," *Spokane Chronicle*, 2/15/1985, page 11; "Social Action Success," *Spokane Chronicle*, 4/27/1978; "Bulletin Board: Lectures: 'N.A.A.C.P. in the 80's'," *Spokesman-Review*, 2/14/1985, page 54.

<sup>25</sup> "Long Citizen Effort Successful," *Spokesman-Review*, 2/8/1978, page 4.

<sup>26</sup> Ward Sanderson, "Lee Wade Pours Decades of Service into East Central Area," *Spokesman-Review*, 10/17/1996. Page 6; "How Do I Get in on the Action?," *Spokane Chronicle*, 9/20/1979, page 32.

<sup>27</sup> Mike Prager, "Still a Special Place: East Central Community Center continues to serve its original mission," *Spokesman-Review*, 3/15/2001, South Side Voice Page 2.



THE EAST CENTRAL COMMUNITY CENTER

After the Edison School closed, the district leased the building to the city for a youth center for a few years, foreshadowing the site's future long-term use. After years of advocacy from the community, especially the League of Women for Community Action, in 1977 Edison School was demolished except for a mid-century addition that was retained. With funding from community development grants and other sources, in its place the East Central Community Center was constructed with the mission to provide day care services, youth activities, education, and other community services that the League had provided in their previous locations. The notable architectural firm Tan Brookie Kundig was contracted to design the new building. The center had a soft opening in June of 1979 and was fully completed by early 1980. In 1980 the city offered to lease the center on South Stone Street to the League on favorable terms of \$1.00 rent per year.<sup>28</sup>



Community programming at the community center has been constant from the moment it opened to the present. There are over 6000 articles in the Spokane newspapers that have the phrase "East Central Community Center" between 1976 and the present. The vast majority are advertisements for community events. This illustrates how much programming and how often events were held and advertised at the center. The grand

opening of the center was held in September of 1979, but the NAACP had already been meeting there for months since the soft opening. In November 1979 the center screened a film called "A Brief History of Black Americans in Spokane County." And in the 1980s, the Citizens for Fair Power Rates met at the center.

In 1982, famous poet, author, actor, and thinker Maya Angelou visited the East Central Community Center to give a lecture. The lecture was sponsored by Eastern Washington University's Black Education Program as

**DEPARTMENT OF BUILDING  
CITY OF SPOKANE**

No. B- 21233

**BUILDING PERMIT**

Application Accepted By lms Approved for Issuance By [Signature] Date 4/28/78

Job Address South 515 Lee Parcel # \_\_\_\_\_ Master File # 00450

Lot No. 1 thru 12 Block's 20 & 41 Addition Union Park

Owner City of Spokane Address N. 221 Wall Phone: \_\_\_\_\_

Contractor Max J. Kuney Co. Address N 120 Ralph 99202 Phone: 535-0641

State License No. 223-01-KU-NE-YM-J372ND Expiration Date 5-1-78

Engineer Architect Tan Brookie Kundig Address N 117 1/2 Howard Phone: 747-8043

Class of Work	Building Class	Present use:	Proposed use:
<input type="checkbox"/> NEW	single fam. res.	<u>School</u>	<u>Neighborhood Center</u>
<input checked="" type="checkbox"/> ADDITION	duplex		
<input type="checkbox"/> ALTERATION	apartments		
<input type="checkbox"/> REPAIR	res. garage/carport		
<input type="checkbox"/> RELOCATION	fence/swimming		
<input type="checkbox"/> DEMOLITION	swimming pools		
<input type="checkbox"/> LAND USE	mobile home (park)		
	hotel/motel		
	rec/amusement		
	church/religious		
	industrial		
	parking garage		
	service sta./ repair ga		
	hospital/institutional		
	office/bank/professional		

FOR WORK TO BE DONE:  
 dimensions 150 x 200  
 total stories 1 main floor area +24,840  
 basement area -- finished --

**Building permit for the 1978 ECCC showing Tan Brookie Kundig as architects.  
 City of Spokane Building Permit Archive**

<sup>28</sup> Agreements between the City of Spokane and the League of Women for Community Action, City of Spokane Public Records Database, 2/27/1980 and 9/25/1980.





**Maya Angelou giving a lecture at the East Central Community Center in 1982.**  
Wes Cameron, *Spokane Chronicle*, 1/30/1982

part of their 1982 Black History Month programming which was themed "Blueprint for Survival." Angelou, likely perched on the stage that remains in the center's gymnasium today, gave her lecture to a diverse audience of 300 attentive listeners. She opined on the Black experience, the lack of knowledge of Black history in the United States, and she recited multiple poems. She received four standing ovations during her presentation, and she took questions from the audience.<sup>29</sup>

In 1999, Governor Gary Locke visited the center in an effort to boost reading proficiencies amongst East Central youth. In the 2000s the center

hosted breathing relaxation classes and a free youth baseball clinic. And East Central Community Center's long and robust legacy as a community meeting space continues today with the Kiwanis Club hosting a free pancake breakfast at the center in 2022.<sup>30</sup>

In 2019-2020, there was debate over the name of the center as a new operator, the Martin Luther King Jr. Center, was selected to run it. Freda Gandy, Director of the Martin Luther King Jr. Center, was a proponent of the name change because it would give the organization "a sense of identity here in this building" and would "cut down on a lot of confusion." Longtime East Central advocate and founding member of the center, Lee Wade, who was 92 years old in early 2020, was opposed to the name change too. She explained that "we were a group of women who got together, rolled our sleeves up, and decided we were going to do something about the condition of all the people." To her, having East Central in the center's name was reflective of the people who founded it and the people they served in a way that King's name did not convey. After contentious debate and a commendation against renaming from the City Plan Commission, the Spokane City Council voted for a compromise to change the name to the Martin Luther King Jr. Center at East Central.<sup>31</sup>

In 2022, there was significant debate about the siting of a police substation in an adjacent building on the site, the former East Central Library building. Despite the occasional disagreement and turnover in operators, the mission remains the same: to serve the East Central community. Today the community center sits on a campus

<sup>29</sup> "Community Digest," *Spokesman-Review*, 11/17/1979, page 12; Tom Sowa, "Counter Culture: Of Women and Words," *Spokesman-Review*, 1/24/1982, page 44; Jennifer Williamson, "Maya Angelou: Walking Proud, Head Unbowed," *Spokane Chronicle*, 1/30/1982, page 3.

<sup>30</sup> Carlos Acevedo, "Governor Seeks Volunteers to Help Kids with Reading," *Spokesman-Review*, 9/30/1999.

<sup>31</sup> Adam Shanks, "Name Packs a Punch," *Spokesman-Review*, 2/1/2020, page 1; Adam Shanks, "City Renames Community Center," *Spokesman-Review*, 2/10/2020, page C1.

with many additional community centered buildings including: CHAS Dental Clinic, the South Police Precinct, and the Southeast Day Care Center.<sup>32</sup>

## CONCLUSION

The East Central Community Center is a significant Spokane community building that provides an opportunity to tell the story of a whole Spokane neighborhood and an important community group that lifted that neighborhood by fighting tirelessly for the construction of the community center.

The East Central Community Center was the first neighborhood community center in Spokane. The grassroots organizers leveraged city and federal funds to provide an important resource for their community that still serves in that role at the time this nomination was prepared in 2024. The community center was the catalyst to kick off the era of community center construction in Spokane, leaving an important legacy on the development of modern community spaces in Spokane. The West Central Community Center, Northeast Community Center, and the Southside Community Center all followed the path charted by East Central, and all of those centers remain important community resources in 2024.

The East Central Community Center is the building most associated with the League of Women for Community Action. The League was a powerful organizing force that collectively gave Black women a voice in city affairs and advocated for their needs which were being overlooked by city officials and other community groups. Their advocacy was singlehandedly responsible for the construction of Spokane's first community center. Although the League does not exist in the same form as it did in 1978, it serves as an important example of the power of cultural organizations and the importance of memorializing their legacies.

The East Central Community Center is significant under two categories as established in Spokane Municipal Code 17D.100.020. The building is significant under Category A due to its association with the broad patterns of Spokane history particularly as the catalyst that initiated an era of community center construction in Spokane. The building is also significant under Category E due to its association with Spokane's racially and ethnically diverse East Central community and particularly with the League of Women for Community Action.



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SECTION 12: ADDITIONAL DOCUMENTATION

## Social Action Success

The League of Women for Community Action is planning a "celebration" Saturday morning along with the last of 10 community meetings on a wide range of social and political topics.

The meeting will involve a potluck lunch and entertainment, beginning at 10 a.m. at the old Edison School, S515 Lee.

The success of the meetings is to be "celebrated," and there will be a groundbreaking ceremony for the East Central Neighborhood Center to be constructed on the school site, according to

Lee Wade, project director.

The previous meetings, which are to be reviewed, involved employment, housing, youth, child care, senior citizens, health care, transportation, neighborhood images and a city candidates forum. The meetings began in September.

The League of Women for Community Action is a private, non-profit organization that is supported in part by the Washington Commission for the Humanities, a state program of the National Endowment for the Humanities.

Spokane Daily Chronicle article about the East Central Community Center groundbreaking on April 27, 1978.

## East Central Community Center opens

By JIM SMITH

Spokesman-Review staff writer

Seven years ago lamentations were heard as Edison Elementary School, S515 Lee, closed its doors forever after 81 years of classroom activity.

On Wednesday cheerful sounds were heard on the same 3.4-acre tract, as East Central Community Center opened its facilities to the scrutiny of the press, local citizens and civic dignitaries.

"A lot of us thought this day might never come," Mayor Ron Bair said in a brief program preceding tours of the facilities.

As a result of the accomplishment of "such a building as this" and other neighborhood community projects, Bair said Spokane has "become a model used by the rest of the United States."

Bair not only presented a proclamation to Mrs. Lee A. Wade, chairman of the center's steering committee, but he also signed it on the spot.

"We're not stopping. We still have things to do," Mrs. Wade said after describing the "patience and hard work" involved in the neighborhood effort begun in 1974.

Bair's proclamation made the 32-day period ending Sept. 29 "East

Central Neighborhood Community Awareness Month" in Spokane.

Actually the center opened its doors to the community June 18. The East Side Branch of the Spokane Public Library moved in and gymnasium activity began.

Most of Edison Elementary School was demolished in 1977 to prepare the way for the center.

Edison's former multipurpose unit — a \$100,000 project in the late 1960's — is incorporated into the center.

Leon F. "Skip" Rowland, the center's manager-director, said the former multipurpose unit will become a senior citizens' center.

Facilities for seniors will be completed by November, he said.

The gymnasium can seat 500 to 600 persons for a stage show or about 250 for an athletic contest, Rowland said.

The stage, with a "professional lighting system," adjoins the basketball floor, he added.

The month-long celebration will end with an outdoor party Sept. 29 on the new grass, planted near the center.

If the first 31 days' activity doesn't make the community aware of the center, Rowland said the party "will wake up some people."

Spokesman-Review article announcing the grand opening of the East Central Community Center on August 30, 1979.

## NAACP to celebrate birthday

Spokane's branch of the National Association for the Advancement of Colored People, in cooperation with East Central Community Center, will celebrate the NAACP's 76th birthday at 6:30 p.m. Saturday at the community center, S500 Stone.

The event will include a panel discussion, "The NAACP in the '80s: Action or Procrastination."

Panelists include: the Rev. Ezra Kinlow, president, Ministerial Alliance; Samuel Baynes, president, Spokane NAACP; Terry Kershaw, director of minority affairs at Whitworth; Al Marsh, vice president of Old National Bank; Dr.

Spokane Daily Chronicle article reporting on the 76<sup>th</sup> birthday celebration of the Spokane NAACP on February 15, 1985.

## Long citizen effort successful

Behind the Spokane City Council's Monday night authorization of a call for bids to construct the East Central Neighborhood Community Center lie years of hoping on the part of area residents.

The hoping started things, but diligence and unrelenting, persistent hard work brought about their goal.

Residents met, studied and discussed, compared problems and needs and set out to make the entire city aware of what the East Central Neighborhood faced as its future, without help.

They proved their case.

The federally financed center, to be built at S515 Lee on the site of the former Edison School, will require city funds of approximately \$70,000 annually for operation and maintenance.

Community Development funds of \$1 million have been set aside for the center's construction, expected to start this spring and be completed by year's end.

To help defray costs of the center once it is complete, a list of tenants has been developed. Potential tenants are those capable of providing services such as education, health, child care, drug and alcohol counseling and treatment, housing information and referral, employment security and nutrition.

The center undoubtedly will become a gathering place for the area's young

and old alike. Counseling, entertainment, fellowship and socialization will now have a "headquarters" in the neighborhood. In addition, many residents talk of arts and crafts, films, ceramics and sewing.

Other community centers are planned in Spokane; West Central Neighborhood is expected to make application, and a Hillyard group is considering the possibility.

East Central Neighborhood has provided an excellent example. Its determined, hard-working residents could be considered inspiring pathfinders for those in other parts of the city.

The alternative to community centers is kids with nowhere to go but the streets, and oldsters with no place to go and no one with whom to talk.

**Summary: East Central Neighborhood deserves its center, and its residents deserve congratulations for good citizenship and responsibility.**



Spokesman Review article commenting on the importance of the citizen initiative to get the center built on February 8, 1978.



# Spokane

Spokane Chronicle  
Saturday, Jan. 30, 1982  
Page 3

## Maya Angelou: Walking proud, head unbowed

JENNIFER WILLIAMSON  
Of the Chronicle

Maya Angelou's first words to her audience — more than 300 of all ages and colors, seated, standing and squatted on the floor — were a poem.

*"She does not know her beauty  
She thinks her brown body has no glory  
If she could dance naked under  
palm trees  
And see her image in the river  
she would know  
But there are no palm trees in  
the streets  
And dishwasher gives back no im-  
ages."*

A look deep into the contents of that poem, "No Images," written by a black poet in the 1930s, shows "what happens to a person or a people or a gender . . . or a nation of people who believe that they have no worth." Ms. Angelou said at a program last night at the East Central Community Center, kicking off Black History Month in February.

"When they believe it," she said, "when they have been forced, encouraged to believe it by a larger, more powerful outer society which also believes it, one sees a rot set in."

Ms. Angelou, who played Kunta Kinte's grandmother in the television miniseries "Roots" and has written three volumes of poetry and four autobiographical novels, gave dramatic presentations of her work for nearly an hour while her audience sat spellbound, drinking in every word. Her every utterance, whether a poem or not, had a riveting cadence to it and every syllable was brought home with a gesture or movement.

"There are no better words to describe her message than her own. Despite the phrase in the black community that black is beautiful," she said, "one still hears today in 1982 phrases such as 'He's dark but he's nice looking' or 'She's light but she doesn't have good hair,' meaning not European."

"What really brings it to the point is that we are obliged, in 1982, to have a Black History Month." Ms. Angelou said. "Doesn't that tell you something?"

"The first blacks were brought here in 1619. That's one year before the Mayflower docked . . . Yet here we are, 330 plus years later, saying it's okay to be black. Isn't that strange? Doesn't that make you wonder?"

Ms. Angelou, who has traveled the globe, including a period when she was married to a South African freedom fighter and lived in Egypt, serving as associate editor of the only English language news weekly in the Middle East, said it is "appalling" that Europeans know more about black history than most Americans do.

"In this country," she said, "black Americans have been obliged for centuries to laugh when we weren't tickled and to scratch when we didn't itch. And those gestures have come down to us as Uncle Tomming . . ."

"We don't often enough stop to wonder how that black man's throat was closing on him when he said 'yassuh, boss, you right, I'm stupid' so he could make enough money to come home and feed me," she said. "Now, obviously, those people were successful in the employment of those ploys or many of you wouldn't be here to listen to me, who wouldn't be here to talk to you this evening," Ms. Angelou said.

That explanation led perfectly into a presentation of Paul Lawrence Dunbar's poem, "We Wear the Mask," and the murmurs of appreciation and generous applause that followed were indications that the audience, while having heard the poem before, perhaps had never before really understood it.

Maya Angelou's poems have an underlying theme of love, often a healthy, black self-love, and she used poetry last night to talk about love. "I mean that quality, that condition so powerful that it builds bridges," she said.

An audience favorite was "Phenomenal Woman" — every phrase described Ms. Angelou perfectly, particularly:

*"Now you understand  
Just why my head's not bowed.  
I don't shout or jump about  
Or have to talk real loud.  
When you see me passing it  
ought to make you proud."*



"I would like to be remembered as a person who dared to love and who loved my work as well as people."

— Poet Maya Angelou



WES CAMERON of the Chronicle

After four standing ovations, Ms. Angelou offered a brief question and answer session. "Don't hesitate to ask me anything," she said. "I have been known to answer questions I didn't even understand. One of the questions she was asked was how she would like to be remembered. There was only a moment's hesitation. "I would like to be remembered as a person who dared to love and who loved my work as well as people," she said. Ms. Angelou's program was sponsored by the Eastern Washington University Black Education Program. Other scheduled events for Black History Month, themed

- ✓ Feb. 2 — EWU's Black Education Program presents a film, "New Mood," in the PUB at 12:30 p.m.
- ✓ Feb. 8 — Spokane Mayor James Chase speaks at Fairchild Air Force Base in the Deal Recreation Center at 8 a.m., followed by a slide presentation on Spokane black history at 10 a.m., an art exhibit from 10:30 a.m. to 2 p.m., a pot luck from 11:30 a.m. to 12:30 p.m., and a panel discussion on "Blueprints for Survival" from 2 to 3 p.m.
- ✓ Feb. 9 — Mrs. Eleanor Chase, wife of Spokane's mayor, speaks at 11 a.m., followed by a dinner at noon and a movie at 1 p.m.
- ✓ Feb. 10 — Fairchild offers a soul food dinner from 11 a.m. to 1 p.m. with Joyce Bobbitt, a member of the School District 81 board, as speaker, along with an art display and movies at the base hospital.
- ✓ Feb. 11 — Fairchild hosts a presentation from 10 a.m. to 2 p.m. at the Preschool and Child Care Center, followed by a fine arts presentation and disco at the Deal Recreation Center from 8 p.m. to midnight.
- ✓ Feb. 12 — Fairchild presents a black history dinner at 6:30 p.m., a fashion show at 8:30 p.m., and a dance at the NCO club at 10 p.m.
- ✓ Feb. 13 — Delta Sigma Theta presents a Founder's Day Lunch and a Peppermint Ball, both at the Stratton-Spokane Hotel.
- ✓ Feb. 14 — Morning Star Baptist Church presents a black heritage service at 3:30 p.m. and Fairchild offers chapel fellowship at 3 p.m.
- ✓ Feb. 17 — Spokane Falls Community College presents Edwin Moses, top track runner in the 1984 U.S. Olympics, as a speaker at 11:30 a.m. in the Music Building auditorium.
- ✓ Feb. 18 — Whitworth College offers a Northwest Symposium on Black Oral History at the Lindeman Seminar Center from 7 to 10 p.m., repeated from 9 a.m. to 5 p.m. Feb. 19.
- ✓ Feb. 19 — St. Matthew's Baptist Church presents Mrs. Eleanor Chase as a speaker at the East Central Community Center at 7 p.m.
- ✓ Feb. 20 — Whitworth offers a Black History Month banquet at Leavitt Dining Hall.
- ✓ Feb. 21 — Morning Star Baptist Church holds the North Pacific Baptist Convention at 7 p.m.
- ✓ Feb. 23 — EWU's Black Education Program presents the film "Black Woman" in the PUB at 12:30.
- ✓ Feb. 27 — The National Association for the Advancement of Colored People (NAACP) presents a Black History Luncheon at the East Central Community Center, 5500 Stone, at 12:30 p.m.

Spokane Chornicle (1/30/1982) article and photo reporting on Maya Angelou's visit to the East Central Community Center.

Science Building.

**.A...P. in the '80s: Action or Procrastination" - panel discussion featuring Carl Maxey, Sam Baynes and Mrs. Lee Wade, 7 p.m, Feb. 16, East Central Community Center.**

Black history. Free videotape

Spokesman-Review advertisement (2/14/1985) announcing an NAACP program at the East Central Community Center.



**Edison Project Starts**

Groundbreaking for the new \$106,962 Edison School multipurpose unit was a momentous occasion yesterday afternoon for the pupils and parents. In the foreground, left to right, are Ralph A. Redding, contractor; Mrs. Eugene Orlando, past president of the

PTA who worked for the project; Mrs. Lars A. Larson, PTA president, and Virginia B. Smith, principal. The multipurpose unit is the first step in a series that will result in replacement of the existing school, one of the oldest in the city.

Spokane Chornicle (10/6/1965) photo showing the groundbreaking for the Edison School multipurpose room.

**Day Care Centers Seen Vital to Poor**

By ALDEN CROSS  
 Spokesman-Review Staff Writer  
 (Second of two articles)

While the main emphasis is on teaching, the Spokane Day Care Center program considers total needs of disadvantaged children it serves and, as a result, the many supportive services that are provided play an important role in preparing the child for his "regular" school years.

Spokane presently has two Day Care Centers which are agencies of the Spokane Community Action Council (CAC), the county's funding agency for Office of Economic Opportunity

funds. Three more are planned for later this year as the full-year, full-day program expands to replace the Head Start program. They will be run by School District 81, Spokane Community College and the League of Women for Community Action in southeast Spokane.

**Services Varied**

Far more than a baby sitting service for children of low-income families, Day Care Centers provide an opportunity for these youngsters to acquire some of the early learning experiences more fortunate children take for granted. Also included is a teacher's aide program. "It has been recognized

for quite some time the problem of disadvantaged children become set early in life," said Mrs. Rex West, education coordinator for the CAC. "Many of the health problems and a high degree of the dental problems appear early among these children. So do such things as speech defenct's."

**Too Poor to Help**

Because of the medical and dental problems — "which, said Mrs. West, "often result because parents cannot afford to take care of them," Day Care Centers have an extensive program in these fields.

"We have a routine screening test for all the children that includes hearing and vision along with a good medical and dental check," Mrs. West said. "We also include immunizations. If a major problem is found, we advise the parents and we have ways of providing the funds for treatment. I would like to point out that cooperation of medical authorities is outstanding. Dr. George Wood of the Dental Society has been great and so have the wives in the society's auxiliary."

**Basic Things Taught**

As part of the regular program, the children are taught such basic things as brushing their teeth and washing their hands.

Mrs. West said, "We also make sure they get a proper meal at the center that may include breakfast for those who come early. Here again is a learning experience because some of these youngsters have never been taught simple table manners."

The parents, Mrs. West said, "are caught up in the cycle of poverty. If they weren't, they would have the ability and the time to spend with their children teaching them some of these basic things."

"It is a failure of education

and society when a child of the poor goes on to become the parents of the poor and, and at the same time when the children of bigots can go on to become the parents of bigots," Mrs. West asserted.

The centers also put a strong emphasis on "involving the parents" in the centers. A social worker is required to meet each parent and continue follow-up visits.

"Parents often need help, too," said Mrs. West. "We can aid. All many of these mothers need is a change in her outlook in life. Many times the lack of proper nourishment is only a matter of the mother not knowing how to cook properly. We try to teach them."

In many cases the children at the centers are from families without fathers. The mothers are encouraged to become involved in the center on various boards or as volunteers.

**Love, Care Abounds**

"It should be pointed out that many of these youngsters receive more love and care than a lot of financially better off children," Mrs. West said. "But when these disadvantaged children reach school age they may be wearing ragged clothes or be without proper shoes. This can be a tragic thing to the child's ego. That is why we try to hard to work with parents."

The Spokane Day Care Center is headed by William Martin. He also is supervisor for the Northeast center which is operated by Mrs. Marilyn Ewing.

"I can't say enough about the staff we have," Mrs. West said. "They are not only professional in their approach but also show a tremendous amount of personal 'heart' and interest for the youngsters. With this kind of attitude, Day Care is assured of being a success in Spokane."

**AFTER DARK . . .**

**Popular Ethel Ennis Back at Spokane House**

By ELEANOR RUTHERFORD  
 Spokesman-Review Staff Writer

Ethel Ennis, purveyor of "progressive pop" will make a return engagement to the Spokane House starting today.

Twenty years in show business including the cutting of seven albums, many of them for RCA, has made a polished, sophisticated artist out of the pert Ethel.

Born in Baltimore where she now lives with her husband, a feature writer on the "Baltimore Sun," she spends much of the time in the West. This is her seventh appearance in Spokane.

Backing her will be the Stan Keen Trio, with Stan at the piano, Noel Waters, bass, and Tom Schager, drums.

**Young Trio Offers Contemporary Song**



**ETHEL ENNIS**  
 Purveyor of Pop

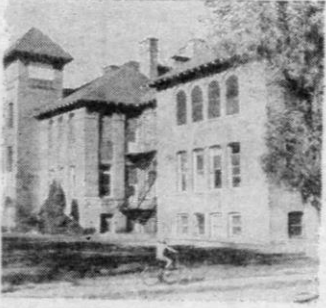
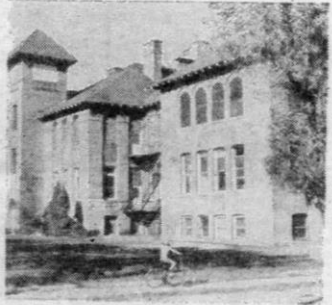
when a surprise headliner will appear, said David J. Erickson, sales manager of the hotel.

Spokesman-Review article (3/23/1970) explain the League of Women for Community Action mission.



**EAST CENTRAL**

As one of the two original Neighborhoods organized for Community Development, East Central has received \$1,819,000 since 1975. Unpaved streets were a large problem and 41 blocks of streets are now being paved with 50% CD Fund assistance. Social services are important in the neighborhood, and the Edison Senior Center, S.E. Daycare Center, Martin Luther King Center, Eastside Neighborhood Center, Bethel Senior Center, and others have received CD assistance. In addition, CD funds were used to open a Neighborhood Information Center with information on social services and programs. In the fall of 1978 Spokane's first Multi-Purpose Community Center will be opened at the Old Edison School site — a one million dollar project paid for with Community Development Funds. This fall work is underway to improve the restrooms in Underhill Park and a \$200,000 voluntary home rehabilitation program will begin to help low and moderate income home owners rehabilitate their homes. Chairperson Lee Wade of the East Central Neighborhood Steering Committee invites you to get involved, as residents of this active neighborhood.



ADVERTISEMENT

Advertisement in *Spokesman-Review* (9/22/1977) for the Community Development program and its impact on East Central.



**Wreckers demolishing Edison School**

Clearing the way for the new \$1 million East Central Neighborhood Multipurpose Community Center, demolition crews by Monday had exposed the heart of the old structure which from 1893 to 1972 drew hundreds of children for classroom instruction. Closed after District 81's financial crisis five years ago, Edison School was turned over to the city Park Board for community use. 3-R

*Spokesman-Review* photo (10/4/1977) showing the Edison School being demolished.

# 9 Schools Tabbed for Closure Here




EDISON School, S515 Lee, would be closed under District 81 plans.

*Spokesman-Review* article (4/15/1972) reporting on the closure of nine elementary schools including Edison.

APP

**198815**  
FILE NUMBER

DOMESTIC



STATE OF WASHINGTON | DEPARTMENT OF STATE


I, **A. LUDLOW KRAMER**, Secretary of State of the State of Washington and custodian of its seal,  
hereby certify that

ARTICLES OF INCORPORATION

of **THE LEAGUE OF WOMEN FOR COMMUNITY ACTION**

a domestic corporation of **Spokane,** Washington,

Articles of Incorporation for the League of Women for Community Action filed with the Washington Secretary of State.



**FILED**  
 FEB 27 1980  
 CITY CLERK'S OFFICE  
 SPOKANE, WASH.

Recordation  
 Approve  
 Deny  
 Set Hearing  
 \_\_\_\_\_

Agenda Category  
 Hearing  
 Report  
 Contract  
 Resolution  
 Annexation  
 Ordinance  
 Staff Report  
 \_\_\_\_\_

Date: February 27, 1980

TO: MAYOR AND CITY COUNCIL  
 For Action  
 For Information

Budget Account # OPR 93-301  
 195-20

**AGENDA WORDING**  
 Agreement to lease certain ground on the East Central Community Center Site to the League of Women for Community Action for a Day Care Center.

**BACKGROUND**  
 Last Monday Council approved the Application for Community Development Funding to the League of Women for Community Action for a Day Care Center. This lease will lease to the League, the ground needed to build the Center. After the Center is built, the League will donate the building to the City and the City will lease the building back to the League.

The lease is a no cost (\$1.00/year) agreement with a 50 year term plus a 50 year renewal option. The League of Women for Community Action has full responsibility for all operations and maintenance costs, and for programming use of the facility. Commercial uses are not permitted. Termination of the lease by the City may be made only through breach of contract action.

**FISCAL IMPACT**

ATTACHMENTS: (list)  
 Lease [Signature]  
 Submitting Department Legal  
VPCALL etc Finance T. L. Navel  
 Manager (Finance, Admin., Engineering or Planning) City Manager

FINAL DISPOSITION  
 APPROVED & ADOPTED BY  
 SPOKANE CITY COUNCIL:  
 MAR 03 1980  
[Signature]  
 CITY CLERK

DISTRIBUTION  
 Planning   
 Legal   
 Public Utility   
 21

FORM #568

1980 Spokane City Council Contract to make the League of Women for Community Action the ECCC lease holder.

FORM 412 (Revised) Plan 508 BUILDING DIVISION Permit No. B 61893

6450 Address South 515 Lee Street Date 10-19-65

Lot \_\_\_\_\_ Blk \_\_\_\_\_ Addition \_\_\_\_\_

Group \_\_\_\_\_ Type \_\_\_\_\_ Zone \_\_\_\_\_ File Zone \_\_\_\_\_

Owner School District #81 Address West 825 Trent

Contractor R. Peeling Construction Address East 3604 Garnet

Architect James & Hicks Address O.N.B. Building

New  Alteration \_\_\_\_\_ Repair \_\_\_\_\_ Addition \_\_\_\_\_ Demolish \_\_\_\_\_

Use of New Bldg. Multi-Purpose Unit Use of Ex. Bldg. Edison School

Area Approx. 6000sq. ft. Stories 1 No. Rooms \_\_\_\_\_ No. Units \_\_\_\_\_

Garage \_\_\_\_\_ Chimney (gas vent) \_\_\_\_\_ VALUE \$ 95000.00

Final Approval \_\_\_\_\_ Inspector \_\_\_\_\_

City of Spokane Building Permit for the 1965 multipurpose room that was added on to Edison School.





Bev Linton, Portrait of Mayor Jim Chase with Spokane City Hall in the background. This painting was at the community center when the current providers moved into the building and it currently hangs on the second floor of the 1965 multipurpose room.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Consent

**Date Rec'd**

10/2/2024

**Clerk's File #**

OPR 2024-0906

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Bid #**

**Contact Name/Phone**

KEVIN 6184

**Requisition #**

**Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - KENDALL YARDS 7TH ADDITION—PURCHASE & SALE AGREEMENT

**Agenda Wording**

A contract to purchase public improvements within the Kendall Yards Subarea of the West Quadrant TIF as part of the build-out of that project. The total of this contract, one in a series for Kendall Yards, is \$607,322.57.

**Summary (Background)**

The West Quadrant Tax Increment Financing (WQTIF) district was adopted in 2007 to capture property value increases resulting from Kendall Yards and other developments, utilizing the tax increment created by those developments to help fund the construction of public improvements in the district. Regarding Kendall Yards, tax increment funds generated within Kendall Yards are to be used to fund public improvements within the Kendall Yards subarea only.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 607,322.57

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Kendall Yards Subarea, West Quadrant TIF (Account 3500)

**Amount**

**Budget Account**

Expense \$ 607,322.57

# 3500

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

Generally, the Developer (Greenstone Homes) constructs the public improvements to City standards, after which a purchase and sale agreement is signed, whereby the City purchases the improvements from the developer at cost. The seventh round of improvements in Kendall Yards were completed this last spring, including street improvements, sewer and water infrastructure, stormwater facilities, and landscaping generally located along W Summit Pkwy and along the alignment of N Cochran St (see below). The City has issued certificates of acceptance for all associated improvements. City Council is now being asked to approve the purchase and sale agreement that will obligate the City to pay the costs of those public improvements back to the developer. ...continued on Briefing Paper

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

bscandalis@greenstonehomes.com	tstripes@spokanecity.org
kfreibott@spokanecity.org	sgardner@spokanecity.org
smacdonald@spokanecity.org	akiehn@spokanecity.org
amccall@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Planning & Economic Development Department, Community and Economic Development Division
<b>Contact Name &amp; Phone</b>	Kevin Freibott, 625-6184
<b>Contact Email</b>	<a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Zack Zappone, CM Kitty Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: Consent
<b>Agenda Item Name</b>	Kendall Yards 7 <sup>th</sup> Addition—Purchase & Sale Agreement
<b>Summary (Background)</b>	<p>The West Quadrant Tax Increment Financing (WQTIF) district was adopted in 2007 to capture property value increases resulting from Kendall Yards and other developments, utilizing the tax increment created by those developments to help fund the construction of public improvements in the district. Regarding Kendall Yards, tax increment funds generated within Kendall Yards are to be used to fund public improvements <i>within</i> the Kendall Yards subarea <u>only</u>.</p> <p>Generally, the Developer (Greenstone Homes) constructs the public improvements to City standards, after which a purchase and sale agreement is signed, whereby the City purchases the improvements from the developer at cost.</p> <p>The seventh round of improvements in Kendall Yards were completed this last spring, including street improvements, sewer and water infrastructure, stormwater facilities, and landscaping generally located along W Summit Pkwy and along the alignment of N Cochran St (see below). The City has issued certificates of acceptance for all associated improvements.</p> <p>City Council is now being asked to approve the purchase and sale agreement that will obligate the City to pay the costs of those public improvements back to the developer.</p> <p>Generally, each year the City receives a certain amount of tax revenue from the Kendall Yards portion of the West Quadrant TIF. That amount is used entirely to pay off past approved purchase and sale agreements like this. As of October 1, 2024, the City still owes \$1,085,543.82 to the developer for past purchases. The balance of this new purchase and sale agreement will be added to that amount and paid off as funds are made available from TIF revenues, bringing the total balance to \$1,692,866.39. The City pays only 0.1443% <i>per annum</i> interest on this debt.</p>

	<p>For reference, the Kendall Yards account received approximately \$397,158 in revenues this year. Using a linear trend, the fund is expected to receive approximately \$415,278 in revenues next year and \$444,681 the following year. Any major construction in Kendall Yards would cause this amount to grow faster, as tax revenue would increase as well.</p> <p>Please note this is the intended and <i>only</i> allowed use of these TIF funds.</p>
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<b>Proposed Council Action &amp; Date:</b>	Approval of a Purchase and Sale Agreement (Contract) on or about October 28, 2024.
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**Fiscal Impact:**  
 Total Cost: **\$607,322.57 (actual)**

Approved in current year budget?  Yes  No  N/A

Funding Source  One-time  Recurring  N/A

Specify funding source: **Kendall Yards Subarea, West Quadrant TIF (Account 3500)**

Expense Occurrence  One-time  Recurring  N/A

Other budget impacts: **None**

**Operations Impacts**

*What impacts would the proposal have on historically excluded communities?*

None.

*How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?*

N/A – Previously-approved construction project.

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

N/A

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

Development of Kendall Yards is consistent with the land use and development strategy in the Comprehensive Plan and has already been approved by the City in years past. This is simply an implementation action of those approved plans.





## PURCHASE AND SALE AGREEMENT

### Kendall Yards 7th Addition Tendered Improvements

This PURCHASE AND SALE AGREEMENT, dated as of October 29, 2024 (this “Agreement”), is by and among the CITY OF SPOKANE, WASHINGTON, a Washington municipal corporation and first-class charter city (the “City”), NORTH GORGE RESIDENTIAL PARTNERS, LLC, a Washington limited liability company (the “Seller”), and GREENSTONE CORPORATION, a Washington corporation (the “Guarantor”).

#### R E C I T A L S:

WHEREAS, pursuant to Ordinance No. C-34032, enacted on May 14, 2007 (the “Formation Ordinance”), the City established an increment area pursuant to chapter 39.89 RCW (the “Increment Area”) to encourage private development and to provide for the acquisition, construction and installation of certain public improvements within the Increment Area;

WHEREAS, the Formation Ordinance delineates certain public improvements (the “Kendall Yards Sub-Area Improvements”) to be acquired within the Kendall Yards Sub-Area of the Increment Area (the “Kendall Yards Sub-Area”);

WHEREAS, the Seller has received preliminary approval (the “Approval”) of a plat and planned unit development to be developed by the Seller within the boundaries of the Kendall Yards Sub-Area (the “Project”);

WHEREAS, the Seller is preparing to finalize a portion the Project referred to as Kendall Yards 7th Addition (the “Plat”);

WHEREAS, in preparing to finalize the Plat, the Seller has completed certain Kendall Yards Sub-Area Improvements within the boundaries of the Plat, which, if acquired by the City, would constitute public improvements (the “Tendered Improvements,” as further defined in Section 1 of this Agreement);

WHEREAS, RCW 39.89.070 and Section 6 of the Formation Ordinance authorize the City to use the regular property tax revenue allocated to it pursuant to RCW 39.89.070(1)(b) to finance “public improvement costs,” including “the costs of . . . acquisition . . . of public improvements” (which “public improvements” may include Kendall Yards Sub-Area Improvements);

WHEREAS, the establishment and maintenance of public streets and appurtenances, waste water and storm water systems and other related improvements, such as the Tendered Improvements, are fundamental purposes of city government;

WHEREAS, pursuant to an Amended and Restated Reimbursement Agreement (the “TIF Agreement”) dated as of \_\_8/22\_\_, 2011, between the City and the Seller, the City and the Seller have provided methods by which Kendall Yard Sub-Area Public Improvements may be constructed, acquired and financed with “Incremental Revenues” (as defined in the Formation Ordinance and used herein) generated within the Kendall Yards Sub-Area, subject to receipt of such revenues and the satisfaction of the terms and conditions set forth in the TIF Agreement;

WHEREAS, pursuant to the TIF Agreement, the City has created and agreed to maintain the “Kendall Yards Fund” (as defined in the TIF Agreement and used herein), into which “Pledged Tax Allocation Revenues” (as defined in the TIF Agreement and used herein) will be deposited, which Pledged Tax Allocation Revenues have been pledged in the TIF Agreement for the purposes of paying certain costs, including amounts payable pursuant to this Agreement; and

WHEREAS, in exchange for the contingent promise of payments from the City, the Seller has offered to sell the City the Tendered Improvements, which improvements are located in the Plat, are owned by the Seller, and will become public improvements only upon the City’s acquisition thereof pursuant to this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and the Seller agree as follows:

1. Purchase and Sale. Upon the terms and conditions set forth herein, the City agrees to acquire from the Seller, and the Seller agrees to sell to the City the following improvements (collectively, the “Tendered Improvements”):

- (a) The improvements listed in Exhibit A attached hereto, which are located within the area reflected in the map attached hereto as Exhibit B; and
- (b) all of the Seller’s right, title and interest in and to all permits, licenses, approvals, studies, surveys, bonds, warranties, and other documents associated with the improvements listed in Section 1(a).

2. Purchase Price. The purchase price for the Tendered Improvements shall be Six Hundred, seven Thousand, three-hundred & twenty two and 57/100 Dollars (\$607,322.57) (such dollar amount, as the same may be reduced pursuant to Section 4(c) of this Agreement, is referred to herein as the “Purchase Price”). The Purchase Price will be paid by the City, together with interest thereon calculated at the rate of 0.1443% *per annum* from the date of Closing (computed on the basis of a 365/366-day year, actual days elapsed), payable semiannually on the fifteenth day of each June and December (or, if such day is not a business day, then on the first business day thereafter), commencing on the Initial Payment Date (as defined below), to the earlier of (a) the date the City has paid the Purchase Price and all accrued interest thereon, and (b) December 15, 2032. Notwithstanding the foregoing, the Purchase Price and interest accrued thereon will be payable only to the extent Pledged Tax Allocation Revenues are available to make such payment and all other payments required to be made from Pledged Tax Allocation Revenues on such date. Payments hereunder will be applied first to interest, then to the principal sum of the Purchase Price. Interest will not be compounded. For purposes of this Agreement, the phrase “Initial Payment Date” means the June 15 or December 15, (or, if such day is not a business day, then on the first business day thereafter) whichever occurs first, occurring immediately after the Seller provides the City’s Chief Financial Officer with a duly-executed certificate in the form attached as Exhibit C hereto (which payment date shall not be sooner than five business days after the City’s Chief Financial Officer is tendered such certificate).

The City’s obligation to pay the Purchase Price and interest accrued thereon shall expire, without recourse against the City, at midnight on December 15, 2032. The City will acquire the

Tendered Improvements at Closing notwithstanding the fact the Purchase Price and interest accrued thereon may never be paid in full.

The City's obligation to pay the Purchase Price and interest accrued thereon is a special, limited and contingent obligation of the City payable only from Pledged Tax Allocation Revenues in the Kendall Yards Fund, subject to the priority of payment specified in Section 3.03 of the TIF Agreement, and is not an obligation of the state of Washington or any other political subdivision thereof other than the City. This Agreement does not constitute a charge upon any fund (other than the Kendall Yards Fund) or upon any money (other than money in the Kendall Yards Fund) or other property of the City, the state of Washington, or any other political subdivision thereof. The City's full faith, credit and resources are not pledged for the payments specified in this Section.

The Seller and the City acknowledge that they have agreed in Section 3.03 of the TIF Agreement that payments from the Kendall Yards Fund are subject to priorities based on the purpose of payment, and that payments under this Agreement are subordinate in priority to other payments described in Section 3.03 of the TIF Agreement.

3. Closing; Closing Costs; Fees. Closing shall occur on February 28, 2025 (or the first business day thereafter that all of the conditions to Closing are satisfied). As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded, including without limitation the Plat. At Closing, the Seller shall pay: the costs of recording any documents to be recorded pursuant to this Agreement; any real estate transfer taxes; and any sales/use taxes on tangible personal property transferred to the City hereunder. Each party shall be responsible for its own legal, accounting and consultant fees.

4. Deliverables at Closing.

- (a) At Closing, the Seller shall deliver to the City's Chief Financial Officer, and file with the City Clerk a duplicate copy of, the following (collectively, the "Seller Deliverables"): (1) a conformed copy of the Plat recorded with the Spokane County Auditor reflecting a dedication to the City of the Tendered Improvements; (2) evidence that the Tendered Improvements have been completed to the City's satisfaction; (3) evidence that such Tendered Improvements have been accepted by the City; (4) lien waivers from contractors who performed work comprising the Tendered Improvements; (5) evidence from contractors or subcontractors, as applicable, that the construction, installation and equipping of the Tendered Improvements were undertaken in compliance with the prevailing wage requirements under chapter 39.12 RCW (applying such requirements as if the Tendered Improvements were a public work); (6) in the event any of the Tendered Improvements constitute personal property, a Bill of Sale in the form attached as Exhibit D hereto transferring such personal property to the City; (7) in the event any of the Tendered Improvements are incomplete at Closing, the Seller shall provide the City with one or more payment and performance bonds (with sureties reasonably acceptable to the City) guaranteeing completion of such Tendered Improvements (with the costs of completion valued as if such completion was undertaken by the City as a public work); (8) a final closing statement executed by the Seller; (9) all warranties and guarantees affecting any portion of the Tendered

Improvements; and (10) notice of any existing or threatened litigation affecting or relating to the Tendered Improvements and copies of any pleadings with respect to that litigation. At Closing, the City shall deliver to the Seller an executed counterpart of such closing statement.

- (b) The City may, in its sole discretion, acquire the Tendered Improvements from the Seller notwithstanding the fact the some or all of the Seller Deliverables have not been furnished as of the date of Closing in form or substance that is reasonably acceptable to the City. The Seller acknowledges, in particular, that the City's ability and obligation to pay the Purchase Price, or any portion thereof, allocable to any particular Tendered Improvement is subject to and contingent upon the City determining, in its sole discretion, that (1) such Tendered Improvement is a public improvement within the meaning of chapter 39.89 RCW and the Formation Ordinance, (2) such Tendered Improvement has been completed as of the date of Closing (or, if such Tendered Improvement is not complete, that no portion of the Purchase Price is allocable to the costs necessary to complete such Tendered Improvement), (3) the construction, installation and equipping of such Tendered Improvement were undertaken in compliance with the prevailing wage requirements under chapter 39.12 RCW (applying such requirements as if the Tendered Improvement was a public work), (4) all lien waivers have been obtained from contractors who performed work comprising the Tendered Improvement, and (5) the amount of the Purchase Price allocable to such Tendered Improvement does not exceed the dollar amount actually paid by the Seller (or its affiliates) to acquire, construct, install and equip the Tendered Improvement (without any allocation of costs for general overhead or land acquisition costs). The Seller will provide to the City, at the City's request, as soon as possible (but in any event no later than ninety (90) days after the date of this Agreement) any and all materials comprising the Seller Deliverables or such materials as are necessary for the City to make the determinations described in this Section 4(b).
- (c) The Purchase Price has been negotiated based on the Seller's representations regarding the matters set forth in Section 4(a) of this Agreement. During the period ending on the date which is one-hundred, fifty (150) days following the date of this Agreement, the City may conduct a review of the Seller Deliverables and Tendered Improvements and satisfy itself with respect to such representations. In the event the City determines, in its sole discretion, that the Seller Deliverables do not support each of the Seller's representations and does not concur with the Purchase Price, the Purchase Price will be reduced by the amount allocable to the cost of any Tendered Improvement (as shown on Exhibit E or as hereafter determined upon review of materials submitted by the Seller after the Closing) for which the City cannot make each of the determinations specified in Section 4(b) of this Agreement. The City's determination under this Section 4(c) shall not relieve the Seller of any responsibility and shall not constitute a waiver of any of the Seller's responsibilities under this Agreement.

5. Maintenance of Tendered Improvements Pending Closing; Completion Obligation.  
The Seller agrees to keep the Tendered Improvements in good working order and repair until the

Tendered Improvements are acquired by the City hereunder. The Seller further agrees not to defer maintenance unless specifically instructed to do so by the City. If any of the Tendered Improvements are incomplete at Closing, the Seller shall complete such Tendered Improvements at its own costs in a commercially reasonable period of time.

6. Risk of Loss. The Seller shall deliver the Tendered Improvements to the City at Closing in substantially the same condition existing as of the date hereof. Risk of loss of or damage to the Tendered Improvements shall be borne by the Seller until the date of Closing. In the event of loss or damage to the Tendered Improvements or any portion thereof prior to Closing, the City may terminate this Agreement. Notwithstanding the foregoing, the City may elect to purchase the Tendered Improvements in the condition existing on the date of Closing, and the Seller shall assign or transfer to the City all insurance proceeds or insurance claims applicable to any loss or damage occurring prior to Closing and provide the City with a credit for the amount of any deductible thereunder.

7. The Seller's Representations and Warranties. The Seller represents and warrants to the City that:

- (a) As of the date of Closing, the Seller shall have good, marketable, indefeasible title to the Tendered Improvements free and clear of all liens, claims and encumbrances.
- (b) The amounts actually paid by the Seller (or its affiliates) to acquire, construct, install and equip the Tendered Improvements are evidenced by the invoices and receipts attached hereto as Exhibit E. No portion of amounts listed in Exhibit E represents a prepayment for services or materials to be provided after the date of this Agreement.
- (c) The Tendered Improvements comply with the Approval and meet all applicable state and local laws within the meaning of RCW 39.89.040(2). In particular, the construction, installation and equipping of the Tendered Improvements were undertaken in compliance with the prevailing wage requirements under chapter 39.12 RCW (applying such requirements as if the Tendered Improvements were a public work).
- (d) To the best of the Seller's knowledge: (i) the Tendered Improvements do not contain, no activity on the Tendered Improvements has produced, and the Tendered Improvements have not been used in any manner for the storage, discharge, deposit or dumping of hazardous or toxic wastes or substances, whether in the soil, ground water or otherwise; (ii) the Tendered Improvements do not contain underground tanks of any kind except such underground stormwater detention tanks or vaults that the Seller has constructed at the request of the City; (iii) the Tendered Improvements do not contain and do not produce polychlorinated biphenyls, urea formaldehyde, asbestos or radon gas; and (iv) there are no surface or subsurface conditions that constitute, or with the passage of time may constitute, a public or private nuisance. The Seller has not undertaken any of the foregoing activities and has not caused or allowed any of the foregoing conditions to exist with respect to the Tendered Improvements.

8. Acknowledgements of the Seller. The Seller acknowledges that: (a) the source of money to pay the Purchase Price and interest accrued thereon will be limited to the Pledged Tax Allocation Revenues; (b) the amount of the Pledged Tax Allocation Revenues will depend primarily upon the construction of taxable improvements on taxable property within the Kendall Yards Sub-Area; and (c) the City's receipt of the Pledged Tax Allocation Revenues will be dependent upon factors outside the City's control, such as when property is assessed within the Kendall Yards Sub-Area, when taxes are paid by owners of such property, whether regular property tax rates will increase or decrease, and possible changes to the State laws governing property taxation. The Seller acknowledges that payment of the Purchase Price is subordinate to (a) the payment in full of the outstanding amount of the Payment Obligation on the date of this Agreement, which is \$0.00; (b) the payment of any purchase price or other payments to be made under any other purchase and sale agreement between the City and the Seller for any Kendall Yards Sub-Area Improvements dated prior to the date of this Agreement, which is the principal amount of \$1,085,543.82; and (c) the payment of Public Improvement Costs incurred by the City to construct and install any Kendall Yards Sub-Area Improvements prior to the date of this Agreement, together with interest thereon, which costs are \$0.00. The Seller acknowledges and agrees that this Agreement and the use of community revitalization financing under the Act, as contemplated by the parties, involve legal issues that are not addressed by existing laws, regulations, rulings and court decisions. The Seller has independently evaluated the legal and other risks associated with the agreements set forth herein and hereby acknowledges that it shall not be entitled to rely on the advice (if any) provided to it by the City or the City's counsel, and hereby further acknowledges that no guarantee has been made by the City or the City's counsel regarding outcomes if any of the contemplated arrangements are challenged in a court of competent jurisdiction.

9. Non-Waiver. This Agreement is not intended to address any condition(s) of development approval and shall not be construed in any manner as a waiver of any such conditions. Nor shall this Agreement relieve the Seller from its obligations to: (a) comply with rules and regulations applicable to the design, engineering and construction of public or private improvements constructed in the Kendall Yards Sub-Area; (b) secure such governmental approvals and permits as may be imposed as a condition of any work being performed in the Kendall Yards Sub-Area; or (c) pay all cost and expenses associated with such approvals and permits, including without limitation fees imposed by the City.

10. Indemnification. The Seller and the Guarantor jointly and severally agree to defend, indemnify and save the City, its appointed or elected officials, and its employees (collectively, the "Indemnified Parties"), harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the Seller's development and construction of all or any portion of the Tendered Improvements or the City's acquisition of the Tendered Improvements pursuant to this Agreement ("Claims"), including without limitation any claim that the Tendered Improvements, or the City's acquisition thereof, failed to meet all applicable state and local laws. The indemnification obligations undertaken by the Seller and the Guarantor in this Section shall apply to any legal action or proceeding, and to costs and fees (including reasonable legal fees) incurred in any such action or proceedings commenced with respect to a Claim, whether at trial, on appeal, or otherwise, and upon notice from any Indemnified Party, the Seller and the Guarantor jointly and severally shall defend the Indemnified Parties in any such action or proceeding at the expense of the Seller and the Guarantor. As security for the Seller's obligations under this Section,



the City shall have the absolute right to suspend and withhold any and all payments required by Section 2 of this Agreement, and to recover the same from Eligible Tax Allocation Revenues, with interest (calculated in the same manner and at the same rate interest otherwise would be payable to the Seller under Section 2), until the City recovers any and all expenses or costs incurred by the City as a result of any such claims.

Notwithstanding anything to the contrary contained herein, neither the Seller nor the Guarantor shall have any liability to indemnify an Indemnified Party against Claims or damages resulting directly from the negligence, gross negligence or intentional misconduct of the City or its elected, appointed officials, employees or agents.

In the event any Claim is made against an Indemnified Party for which indemnification may be sought from the Seller or the Guarantor under the foregoing provisions, such Indemnified Party shall promptly give written notice thereof to the Seller and the Guarantor; provided that any failure to give or delay in giving such written notice shall not relieve the indemnification obligations of the Seller or the Guarantor as set forth above except to the extent such failure or delay prejudices the ability of the Seller or the Guarantor to defend or settle such claim. Upon receipt of such notice, the Seller and the Guarantor jointly and severally shall assume the defense thereof in all respects and may settle such claim in such manner as they deem appropriate so long as there is no liability, cost or expense to the Indemnified Party.

The obligations of the Seller or the Guarantor under this Section as to Claims related to the design or construction of the Tendered Improvements shall expire if, as of the second anniversary of the Closing Date, either (a) no Claim has been made against an Indemnified Party, or (b) any and all Claims previously made against the Indemnified Parties have been resolved to the City's satisfaction. The obligations of the Seller or the Guarantor under this Section with respect to all other Claims shall expire if, as of the third anniversary of the Closing Date, either (a) no Claim has been made against an Indemnified Party, or (b) any and all Claims previously made against the Indemnified Parties have been resolved to the City's satisfaction.

The Seller and the Guarantor each waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

11. Notices. All notices or communications herein required or permitted to be given shall be in writing as set forth in this Section. Notices must be sent by registered or certified mail, postage prepaid, return receipt requested, or sent by commercial delivery service, by hand delivery, or by telecopy, paid for by the sender, to the addressee(s) thereof at the last address(es) designated for such purpose. The date of receipt of such registered mail or certified mail, or the date of actual receipt of such writing by commercial delivery service, hand delivery or telecopy, will be deemed for purposes of this Agreement as the date of such notice. As of the date of this Agreement, the addresses of the parties are:

If to the City: City of Spokane  
Chief Operating Officer  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3303  
Phone: (509) 625-6268  
Fax: (509) 625-6217

With a copy to: City Attorney  
City of Spokane  
5<sup>th</sup> Floor, Municipal Building  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201-3326  
Phone: (509) 625-6238  
Fax: (509) 625-6277

If to the Seller: North Gorge Residential Partners, LLC  
c/o Greenstone Homes  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, WA 99019  
Phone: (509) 720-8401  
Fax: (509) 458-5862

With a copy to: Koegen Edwards LLP  
601 West Riverside Avenue, Suite 1700  
Spokane, WA 99201  
Phone: (509) 343-4477  
Fax: (509) 747-4545

If to the Guarantor: Greenstone Corporation  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, WA 99019  
Phone: (509) 458-5860  
Fax: (509) 458-5862

The Seller, the Guarantor and the City each may, by notice given to the other parties hereunder, designate any further or different address to which subsequent notices, certificates and other communications shall be sent to it.

12. No Joint Venture or Partnership. In no event shall this Agreement be construed to create a joint enterprise, joint venture or partnership of the City, the Guarantor and the Developer with respect to the Tendered Improvements. The Seller is an independent contractor and not the agent or employee of the City.

13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

14. Future Course of Dealing. Notwithstanding the City's agreement to acquire the Tendered Improvements pursuant to this Agreement, the Seller and the City agree that the City may refuse to purchase any future improvements that are tendered by Seller (other than Kendall Yards Sub-Area Improvements for which the City has provided seller with an "Approval Notice" pursuant to Article IV of the TIF Agreement). This Agreement is not intended by the parties to establish a course of dealing, a course of performance, or an implied agreement that the City will acquire or finance improvements in the Increment Area other than by means of the procedures set forth in Article IV of the TIF Agreement.

15. Limitation of Rights. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any person other than the parties hereto, and their permitted successors and assigns, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement. No party may assign its interests under this Agreement without the consent of the other party (which consent will not be unreasonably withheld or delayed).

16. Severability of Invalid Provisions. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

17. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State applicable to contracts made and performed within the State. The venue for any dispute arising under this Agreement shall be in the Superior Court of the State for Spokane County, Washington.

*[Signatures appear on the following page(s)]*

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement to be executed in their names and behalf by their duly authorized representatives as of the date first above written.

City: CITY OF SPOKANE, WASHINGTON

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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

Seller: NORTH GORGE RESIDENTIAL PARTNERS,  
LLC

By: JMF Management, LLC, its manager

\_\_\_\_\_  
Manager

Guarantor: GREENSTONE CORPORATION

\_\_\_\_\_  
President

Exhibit A

**LIST OF TENDERED IMPROVEMENTS**

**See Attached:**

**“List of Kendall Yards Tendered Improvements,” Dated 6/24/24**

Final List of Kendall Yards 7th Addition Tendered Improvements

6/24/2024

Quantity	Units	Description	Unit Price	Cost	Contractor	Invoice #
<b>STREET IMPROVEMENTS</b>						
<i>Sidewalk</i>						
1,840	SF	4" sidewalk	4.25	\$7,820.00	Cole Concrete LLC	2830
1,165	SF	Sidewalk Grade	0.72	\$838.80	Continental Contractors	14967
1,165	SF	Rock Under Sidewalk	1.15	\$1,339.75	Continental Contractors	14967
Sidewalk Total:				<b>\$9,998.55</b>		
<i>Curb</i>						
255	LF	24" Type B (Curb and gutter/Handset)	32.00	\$8,160.00	Cole Concrete LLC	2015
296	LF	Rock Under Curb	3.25	\$962.00	Continental Contractors	14939
296	LF	Curb Grade	3.30	\$976.80	Continental Contractors	14939
Curb Subtotal:				\$10,098.80		
Curb Tax:				\$174.49		
Curb Total:				<b>\$10,273.29</b>		
<i>Street</i>						
1	LS	Subgrade/Mass Grade	29,920.50	\$29,920.50	Continental Contractors	15018, 14986
1	LS	Mobilization	9,804.00	\$9,804.00	Continental Contractors	14939
1,027	SF	Approach Subgrade	1.87	\$1,920.49	Continental Contractors	14967
2,099	SF	Access Road Turnaround	1.15	\$2,413.85	Continental Contractors	14967
59,410	SF	Fine Grade	0.41	\$24,358.10	Continental Contractors	14939
2	EA	8" Approach	5,950.00	\$11,900.00	Cole Concrete LLC	2015
1	LS	Paving Mobilization	1,400.00	\$1,400.00	Black Diamond Asphalt Paving LLC	3045
6,256	SF	Paving Summit (5" on 7")	4.00	\$25,024.00	Black Diamond Asphalt Paving LLC	3045
6,256	SF	Grade 7" CSTC (Summit)	2.90	\$18,142.40	Black Diamond Asphalt Paving LLC	3045
8,030	SY	Paving Alley (3" on 6")	2.40	\$19,272.00	Black Diamond Asphalt Paving LLC	3045
8,030	SF	Grade 6" CSTC (Alley)	1.60	\$12,848.00	Black Diamond Asphalt Paving LLC	3045
1	LS	Weed Kill grade	770.00	\$770.00	Black Diamond Asphalt Paving LLC	3045
Street Subtotal:				\$157,773.34		
Tax:				\$5,767.43		
Street Total:				<b>\$163,540.77</b>		
<i>Storm</i>						
366	LF	18" Ductile Iron	150.70	\$55,156.20	Continental Contractors	14941
50	LF	12" Ductile Iron	82.60	\$4,130.00	Continental Contractors	14941
2	EA	Type 1 Catch Basin	3,405.60	\$6,811.20	Continental Contractors	14941
1	EA	Storm Manhole	4,347.00	\$4,347.00	Continental Contractors	14941
1	EA	Trash Rack	778.00	\$778.00	Continental Contractors	14968
1	EA	Water Sleeve	4,206.00	\$4,206.00	Continental Contractors	14968
2	EA	Type B Drywell	4,037.00	\$8,074.00	Continental Contractors	14968
2,127	SY	Pond	1.44	\$3,062.88	Continental Contractors	14968
120	CY	Bio Soil	46.44	\$5,572.80	Continental Contractors	14968
1	LS	Rip Rap Pad	450.00	\$450.00	Cole Concrete LLC	2830
Storm Total:				<b>\$92,588.08</b>		
<i>Inspection/Testing</i>						
1	LS	Inspection Fees for Streets	2,359.00	\$2,359.00	City of Spokane	Receipt # 1073135
1	LS	Inspection Fees for Storm Sewer	453.00	\$453.00	City of Spokane	Receipt # 1073135
1	LS	Compaction Testing/Inspection	2,024.50	\$2,024.50	IMT Material Testing	16203
Inspection/Testing Total:				<b>\$4,836.50</b>		
<i>Survey</i>						
1	LS	ROW centerline staking/EP	892.50	\$892.50	RFK Survey	4091, 4130
1	LS	Curb Staking	1,090.00	\$1,090.00	RFK Survey	4076, 4091
1	LS	Storm water staking	318.75	\$318.75	RFK Survey	4076
Survey Total:				<b>\$2,301.25</b>		
<b>Street Improvements Total:</b>				<b>\$283,538.45</b>		
<b>SEWER IMPROVEMENTS</b>						
<i>Sewer</i>						
308	LF	8" Sewer	94.00	\$28,952.00	Continental Contractors	14904
330	LF	10" Sewer	102.50	\$33,825.00	Continental Contractors	14904
4	EA	54" Manhole	10,194.00	\$40,776.00	Continental Contractors	14904
2	EA	48" Manhole	5,131.00	\$10,262.00	Continental Contractors	14904
12	EA	4" Sewer Service	1,263.00	\$15,156.00	Continental Contractors	14904
1	LS	Construction Fencing	2,163.65	\$2,163.65	Continental Contractors	14954
1	EA	Sewer Vac service fee	1,432.86	\$1,432.86	Continental Contractors	14940
1	EA	Sewer Permit	685.71	\$685.71	Continental Contractors	14940
Sewer Subtotal:				\$133,253.22		
Sewer Tax:				\$11,992.79		
Sewer Total:				<b>\$145,246.01</b>		
<i>Inspection/Testing</i>						
1	LS	Inspection Fees for Sewer	548.00	\$548.00	City of Spokane	Receipt # 1073135
1	LS	Compaction Testing/Inspection	2,946.25	\$2,946.25	IMT Material Testing	16077
Inspection Total:				<b>\$3,494.25</b>		
<i>Survey</i>						
1	LS	Sewer Staking	1,717.50	\$1,717.50	RFK Land Survey	4055
Survey Total:				<b>\$1,717.50</b>		
<b>Sewer Improvements Total:</b>				<b>\$150,457.76</b>		

Quantity	Units	Description	Unit Price	Cost	Contractor	Invoice #
<b>WATER IMPROVEMENTS</b>						
<i>Water</i>						
353	LF	12" Water	134.15	\$47,354.95	Continental Contractors	14928
186	LF	8" Water	104.65	\$19,464.90	Continental Contractors	14928
1	EA	Fire Hydrants	8,425.25	\$8,425.25	Continental Contractors	14928
3	EA	2" Water Service	774.00	\$2,322.00	Continental Contractors	14928
3	EA	Blow off Assembly	1,970.45	\$5,911.35	Continental Contractors	14928
3	EA	2" Domestic TAP Fees	1,621.55	\$4,864.65	Continental Contractors	14928
1	EA	City of Spokane Water Tie In Fee	2,022.37	\$2,022.37	Continental Contractors	14940
				Water Subtotal	\$90,365.47	
				Water Tax	8,132.89	
				Water Total:	<b>\$98,498.36</b>	
<i>Inspection/Testing</i>						
1	LS	Inspection Fees for Water	691.00	\$691.00	City of Spokane	Receipt # 1073135
				Inspection Total:	<b>\$691.00</b>	
<i>Survey</i>						
1	LS	Water Staking	946.25	\$1,525.00	RFK Land Survey	4076
				Survey Total:	<b>1,040.00</b>	
				Water Improvements Total:	<b>\$100,714.36</b>	
<b>CONSTRUCTION MANAGEMENT</b>						
<i>Construction Management</i>						
1	LS	Project Management fee: project #G-0407	30,000.00	\$30,000.00	Greenstone Management	407.1
				Construction Management Total:	<b>\$30,000.00</b>	
<b>DESIGN,ENGINEERING, PLANNING &amp; PERMITTING</b>						
<i>Design, Engineering, Planning &amp; Permitting</i>						
1	LS	Plan Review	2,285.00	\$2,285.00	City of Spokane	Receipt # 1073135
1	LS	Civil Engineering Design Scope & Fee: Project # G-0407	33,550.00	\$33,550.00	Greenstone Management	407.0, 2021-010, 2021-013, 2023-011
1	LS	Civil Engineering Design/Draftsman	6,450.00	\$6,450.00	Jesse Emel	
1	LS	Permit Management Labor fee	327.00	\$327.00	Continental Contractors	14940
				Design, Engineering, Planning & Permitting Total:	<b>\$42,612.00</b>	

Total amount requested for reimbursement:

**\$607,322.57**



Exhibit B

**MAP REFLECTING LOCATIONS OF TENDERED IMPROVEMENTS**

**See Attached:**

**Kendall Yards 7th Addition Street Plan.**

**Kendall Yards 7th Addition Sewer Plan.**

**Kendall Yards 7th Addition Water Plan.**

# COVER SHEET FOR KENDALL YARDS 7TH ADDITION

## SEWER PLANS SEC. 13, T.25 N., R.42 E., W.M. SPOKANE COUNTY, WASHINGTON

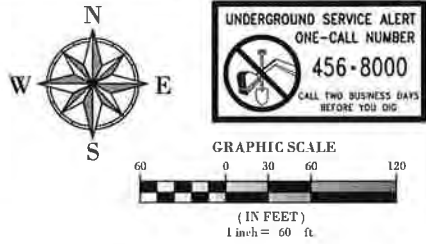


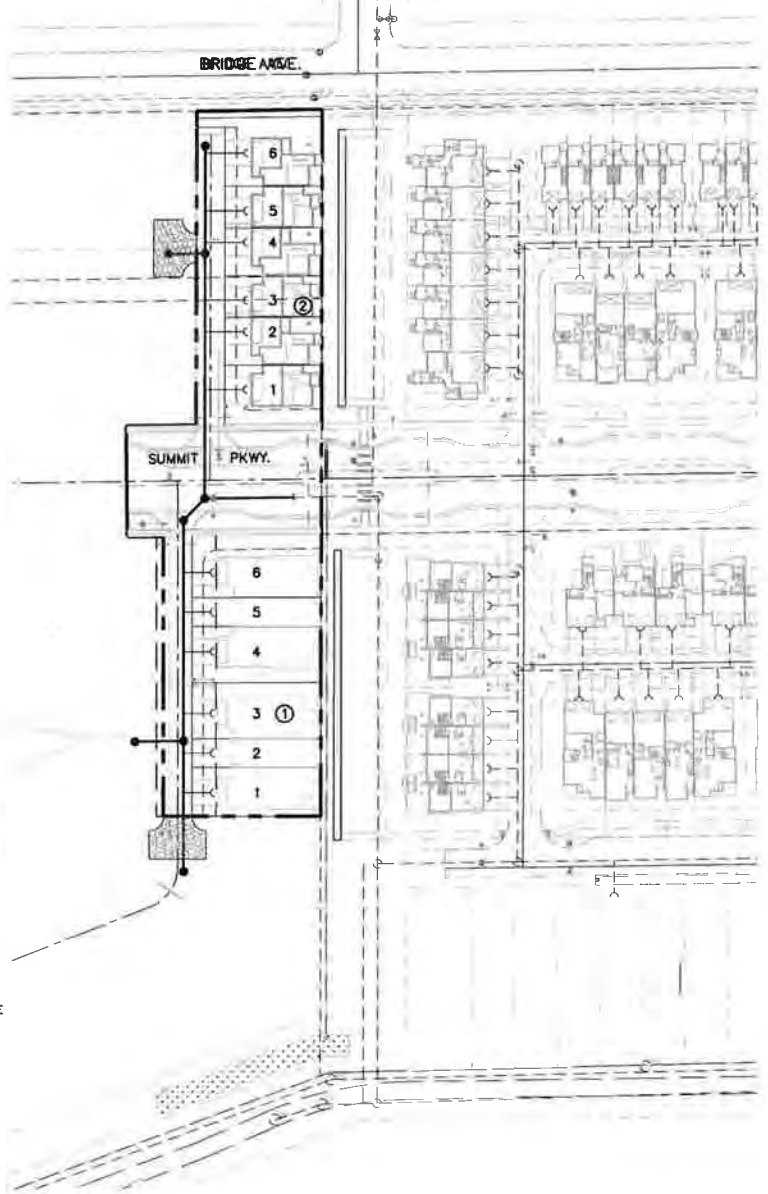
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COVER SHEET.....	SHEET 1
SUMMIT PARKWAY.....	SHEET 2
ALLEY N&S.....	SHEET 3

### GENERAL NOTES

1. UNLESS SPECIFICALLY EXCEPTED IN THE PLANS OR CONTRACT DOCUMENTS ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND STANDARD PLANS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION PROMULGATED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE WASHINGTON CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION, (2008) & CITY OF SPOKANE GENERAL SPECIAL PROVISIONS FOR PRIVATE CONTRACTS.
2. THE PLANS ARE SCHEMATIC AND ARE NOT INTENDED TO DEPICT ALL DETAILS OF THE WORK REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE TO FAMILIARIZE HIMSELF WITH ACTUAL SITE CONDITIONS, REQUIREMENTS AND FACTORS AFFECTING THE WORK. WHERE LACK OF DETAIL OR CONFLICT EXISTS BETWEEN THESE AND OTHER PLANS, THE CONTRACTOR SHALL NOTIFY THE OWNER & ENGINEER TO RESOLVE THE ISSUE PRIOR TO PROCEEDING.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED OR CONSTRUCTED, UNLESS SPECIFICALLY NOTED OTHERWISE.
4. EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF SECTION 2-03 OF THE STANDARD SPECIFICATIONS. ALL COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 2-03.3(14)C, METHOD B, AND 2-03.3 (14) A, FOR ROCK EMBANKMENT.
5. THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
6. ALL FINISHED GRADING ELEVATIONS SHALL MATCH EXISTING ELEVATIONS AT THE SITE'S BOUNDARY. WHERE CONFLICTS EXIST THE CONTRACTOR SHALL NOTIFY THE OWNER TO RESOLVE THE ISSUE PRIOR TO PROCEEDING.
7. NO QUANTITIES HAVE BEEN CALCULATED TO DETERMINE VOLUMES OF EXCAVATION AND EMBANKMENT ON THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE OR DISPOSE OF ALL EMBANKMENT AND/OR EXCAVATED MATERIALS.
8. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PROVIDED AS SHOWN ON THE APPROVED GRADING AND EROSION/SEDIMENTATION CONTROL PLANS.
9. THE CONTRACTOR SHALL PROTECT ALL CATCH BASINS AND DRYWELLS FROM BEING CONTAMINATED WITH SILT BY INSTALLING FILTER FABRIC OVER THE METAL FRAME DURING THE INSTALLATION AND KEEPING IT IN PLACE UNTIL THE STREETS HAVE BEEN PAVED AND CLEANED.
10. THE CONTRACTOR SHALL HAVE AN APPROVED SET OF THE GRADING AND EROSION/SEDIMENTATION CONTROL PLANS AND THE ROAD AND DRAINAGE PLANS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
11. ALL DISTURBED AREAS SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL. SEE APPROVED GRADING AND EROSION/SEDIMENTATION CONTROL PLANS.
12. ALL PERMANENT PONDS SHALL BE SOODED OR HYDROSEEDED. TEMPORARY PONDS AND/OR DITCHES SHALL BE SEEDDED AS CALLED FOR ON THE APPROVED GRADING AND EROSION/SEDIMENTATION CONTROL PLANS.

### URBAN FORESTRY NOTES

1. TREE PROTECTION FENCING SHALL BE INSTALLED AROUND ALL EXISTING STREET TREES IN THE PUBLIC RIGHT OF WAY THAT ARE WITHIN 30' OF CONSTRUCTION ACTIVITIES.
2. FENCING TO BE INSTALLED PER CITY OF SPOKANE TREE PROTECTION SPECIFICATIONS AND DETAIL PRIOR TO ANY SITE/SOIL WORK AND TO REMAIN INTACT THROUGHOUT ALL PHASES OF DEMOLITION AND CONSTRUCTION. THE GENERAL CONTRACTOR IS RESPONSIBLE TO ENSURE THIS REQUIREMENT IS MET.
3. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO STREET TREES.
4. LICENSED CERTIFIED ARBORIST WITH SEPARATE TREE PERMIT IS REQUIRED FOR ALL WORK ON STREET TREES, INCLUDING REMOVAL.
5. ANY STREET TREES APPROVED BY URBAN FORESTRY FOR REMOVAL SHALL BE REPLACED WITH COMPARABLE SPECIES.
6. ANY TRENCING WITHIN 10' OF AN EXISTING STREET TREE WILL REQUIRE ROOT PRUNING BY A CERTIFIED ARBORIST WITH A SEPARATE TREE PERMIT PRIOR TO TRENCING.



### LEGEND

ROADWAY CENTER LINE		PROPOSED WATER VALVE	
RIGHT OF WAY LINE		PROPOSED WATER MAIN	
PLAT BOUNDARY		EXISTING WATER MAIN	
PROPERTY LINE		PROPOSED FIRE HYDRANT	
EASEMENT LINE		PROPOSED WATER TEE	
PROPOSED CURB & SIDEWALK GUTTER		PROPOSED REDUCER	
EXISTING CURB		PROPOSED WATER CROSS	
PROPOSED SEWER MAIN		PROPOSED WATER SERVICE	
EXISTING SEWER MAIN		PROPOSED STORM DRAIN LINE	
PROPOSED SEWER MANHOLE		PROPOSED DRYWELL	
EXISTING SEWER MANHOLE		PROPOSED CONCRETE INLET GRATE	
PROPOSED SEWER CLEANOUT		PROPOSED CURB INLET	
PROPOSED SEWER SERVICE		EXISTING STORM DRAIN MANHOLE	
		EXISTING POWER POLE	
		EXISTING CATCH BASIN	
		WSDOT TYPE "M" BARRICADE	
		PROPOSED TRAFFIC SIGN	

### ABBREVIATIONS

SAN	SANITARY SEWER
WM	WATER MAIN
MH	MANHOLE
EXIST	EXISTING
CO	SEWER CLEANOUT
HYD	HYDRANT
RT	RIGHT
LT	LEFT
PC	POINT OF CURVE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
CT	COURT
RD	ROAD
LN	LANE
STA L	STATION LENGTH
ACT L	ACTUAL LENGTH
STA	STATION
G	GRADE
I E	INVERT ELEVATION
RIM EL	RIM ELEVATION
DIA	DIAMETER
SI	STREET INTERSECTION
BDRY	BOUNDARY



CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT

**-CONSTRUCTION PLANS-**

DATE PLANS ACCEPTED: March 3, 2022

AS-BUILD OF THIS PLAN AND CONSTRUCTION INFORMATION ARE REQUIRED PRIOR TO CITY ACCEPTANCE OF IMPROVEMENTS OR PROJECT COMPLETION.

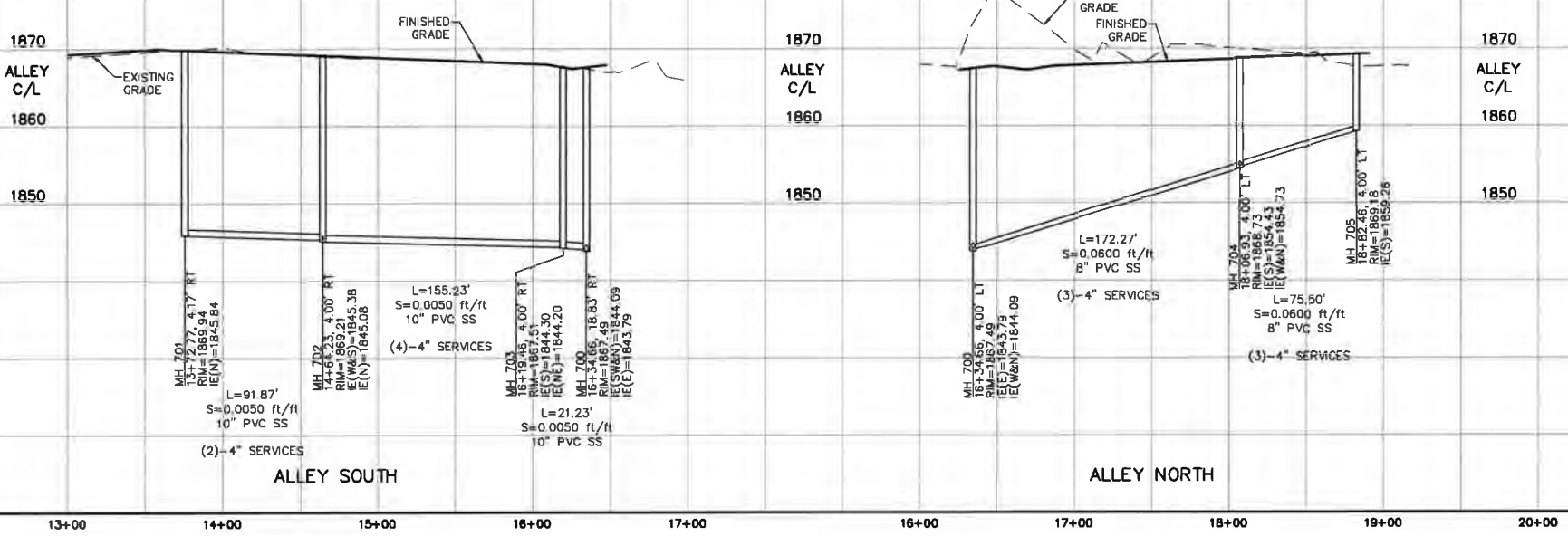
\*NOTE: PLAN ACCEPTANCE ONLY FOR CONFORMANCE WITH CITY STANDARDS. PLAN DESIGN AND ACCURACY IS THE RESPONSIBILITY OF THE STAMPING ENGINEER.



REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST	NAVDBB	SCALE	LOCATION	ELEVATION	HORIZONTAL 1"=80'	VERTICAL N/A	LOCATION	ELEVATION	HORIZONTAL 1"=80'	VERTICAL N/A
BY							WSDOT MONUMENT 0P32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET	1043.937			WSDOT MON 3072			

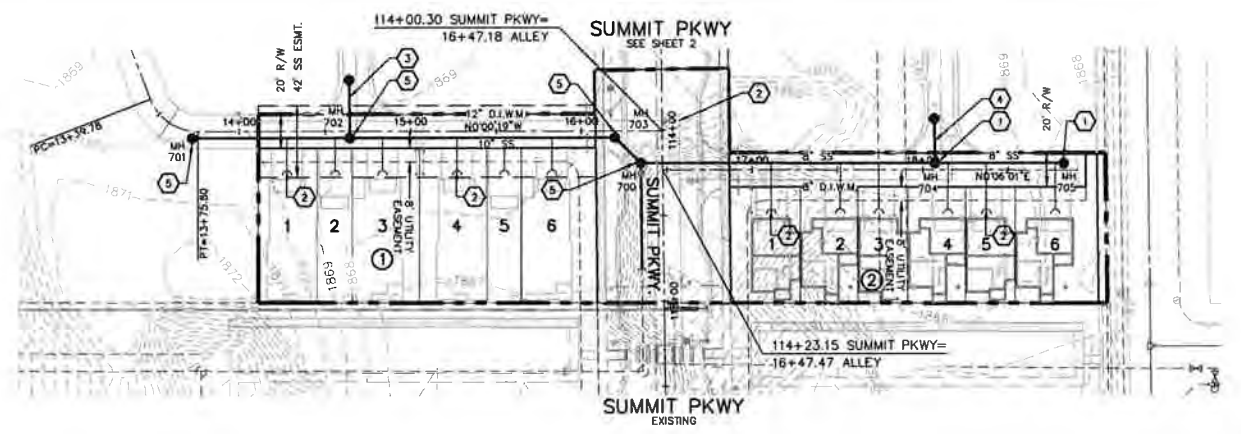
 CITY OF SPOKANE, WASHINGTON DEPARTMENT OF ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 825-8300	SHEET LIMITS: <b>COVER SHEET</b> OVERALL WATER PLANS	TYPE OF IMPROVEMENT: <b>SEWER</b> CITY PROJECT NUMBER: <b>2021563</b> CITY PLAN NUMBER: <b>COVER 2021563</b>
	PROJECT LIMITS: <b>KENDALL YARDS 7TH ADDITION</b>	PROJECT ID: <b>2021563</b>



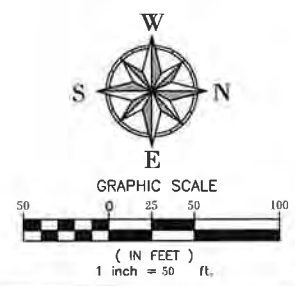


**UNDERGROUND SERVICE ALERT  
ONE-CALL NUMBER  
456-8000**  
CALL TWO BUSINESS DAYS  
BEFORE YOU DIG

- SEWER NOTES:**
- ALL SANITARY SEWER SERVICES SHALL BE 4" DIA. AND SHALL EXTEND INTO THE PROPERTY AS SHOWN MIN 2% GRADE.
  - THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING LOCATIONS ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION BY USING THE ONE CALL NUMBER NOTED ON THIS SHEET OR BY OTHER ACCEPTABLE MEANS.
  - LOCATING WIRE SHALL BE INSTALLED ALONG PIPELINES, BEGINNING AND TERMINATING IN MANHOLES AS SHOWN IN THE STANDARD PLANS AND AS NOTED IN CITY OF SPOKANE SUPPLEMENTAL SPECIFICATIONS 7-17.3(2).
  - CUT OFF WALLS PER CITY OF SPOKANE STANDARD PLAN B-19 WHERE GROUND WATER OR ROCK IS ENCOUNTERED OR AS DIRECTED BY FIELD ENGINEER.
  - SEWER AND WATER CROSSINGS SHALL MEET THE REQUIREMENTS OF THE CITY OF SPOKANE STANDARD PLAN W-111. WHEN CASING IS REQUIRED CASINGS SHALL MEET REQUIREMENTS OF THE CITY OF SPOKANE STANDARD PLAN Y-101.
  - MAINTAIN A MINIMUM 9.5' HORIZONTAL SEPARATION BETWEEN SEWER AND WATER MAINS.



- CONSTRUCTION NOTES:**
- 48" SEWER MANHOLE PER CITY OF SPOKANE STANDARD PLAN Z-101. (TYP.)
  - 4" SANITARY SIDE SEWER CONNECTION PER CITY OF SPOKANE STANDARD PLAN Z-116. (TYP.)
  - INSTALL 34 L.F. OF 8" SS MAIN, IE(E)=1845.38, IE(W)=1845.72, S=0.0100 ft/ft. INSTALL TEMP. MANHOLE FOR FUTURE CONNECTION IE=1845.16.
  - INSTALL 26 L.F. OF 8" SS MAIN, IE(E)=1854.73, IE(W)=1854.99, S=0.0100 ft/ft. INSTALL TEMP. MANHOLE FOR FUTURE CONNECTION IE=1858.10.
  - 54" SEWER MANHOLE PER CITY OF SPOKANE STANDARD PLAN Z-102. (TYP.)



SEWER SERVICE TABLE				
LOT	BLK	SIZE	ALIGNMENT	STATION
1	1	4"	ALLEY SOUTH	14+27.79, 23.0' RT
2	1	4"	ALLEY SOUTH	14+55.62, 23.0' RT
3	1	4"	ALLEY SOUTH	14+83.46, 23.0' RT
4	1	4"	ALLEY SOUTH	15+26.88, 23.0' RT
5	1	4"	ALLEY SOUTH	15+54.71, 23.0' RT
6	1	4"	ALLEY SOUTH	15+82.54, 23.0' RT
1	2	4"	ALLEY NORTH	17+11.21, 23.0' RT
2	2	4"	ALLEY NORTH	17+51.79, 23.0' RT
3	2	4"	ALLEY NORTH	17+74.04, 23.0' RT
4	2	4"	ALLEY NORTH	18+14.63, 23.0' RT
5	2	4"	ALLEY NORTH	18+36.88, 23.0' RT
6	2	4"	ALLEY NORTH	18+77.48, 23.0' RT

MANHOLE COORDINATES		
MANHOLE #	NORTHING	EASTING
MH 700	259922.01	2474397.66
MH 701	259659.70	2474382.85
MH 702	259751.58	2474382.85
MH 703	259906.81	2474382.83
MH 704	260094.28	2474397.96
MH 705	260169.78	2474398.09

CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT

**-CONSTRUCTION PLANS-**  
March 3, 2022

DATE PLANS ACCEPTED:

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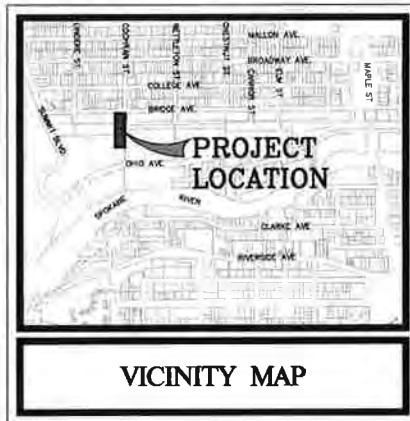
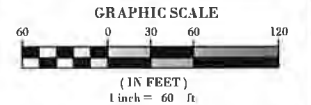
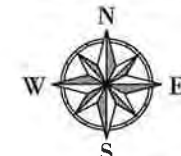
**Greenstone**  
HOMES & NEIGHBORHOODS  
1421 N. MEADOWWOOD LN. SUITE 200  
LIBERTY LAKE, WA 99019  
PHONE: (509)-458-3860  
FAX: (509)-458-3862



BY	REVISIONS	DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE	WSDOT MONUMENT GP32385-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET ELEVATION 1943.937 HORIZONTAL 1" = 50' VERTICAL 1" = 10'	BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DRAFTING STANDARD CCS - ADOPTED 2/95	DATE 2/14/22 2/14/22	DRAWN JME CHECKED DJD APPROVED DJD	CITY OF SPOKANE, WASHINGTON DEPARTMENT OF ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS: ALLEY STA 14+11.09 TO STA 16+47.18 STA 14+47.47 TO STA 18+90.54 PROJECT LIMITS: KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT: SEWER CITY PROJECT NUMBER: 2021563 CITY PLAN NUMBER: ALLEY Y(3)4 13-25-42
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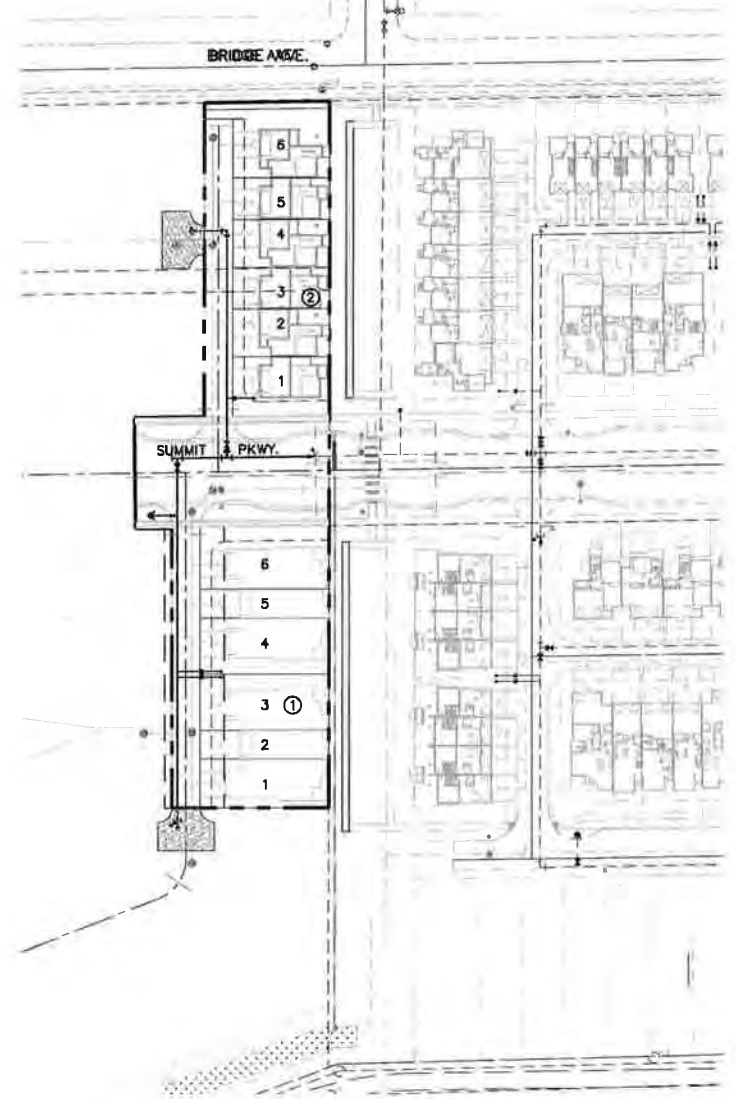


# COVER SHEET FOR KENDALL YARDS 7TH ADDITION WATER PLANS SEC. 13, T.25 N., R.42 E., W.M. SPOKANE COUNTY, WASHINGTON



VICINITY MAP

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SUMMIT PARKWAY.....	SHEET 2
ALLEY N&S.....	SHEET 3



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- UNLESS SPECIFICALLY EXCEPTED IN THE PLANS OR CONTRACT DOCUMENTS ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND STANDARD PLANS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION PROMULGATED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE WASHINGTON CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION, (2008) & CITY OF SPOKANE GENERAL SPECIAL PROVISIONS FOR PRIVATE CONTRACTS.
- THE PLANS ARE SCHEMATIC AND ARE NOT INTENDED TO DEPICT ALL DETAILS OF THE WORK REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE TO FAMILIARIZE HIMSELF WITH ACTUAL SITE CONDITIONS, REQUIREMENTS AND FACTORS AFFECTING THE WORK. WHERE LACK OF DIAL OR CONFLICT EXISTS BETWEEN THESE AND OTHER PLANS, THE CONTRACTOR SHALL NOTIFY THE OWNER & ENGINEER TO RESOLVE THE ISSUE PRIOR TO PROCEEDING.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED OR CONSTRUCTED, UNLESS SPECIFICALLY NOTED OTHERWISE.
- EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF SECTION 2-03 OF THE STANDARD SPECIFICATIONS. ALL COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 2-03 3(14)C, METHOD B, AND 2-03 3 (14) A, FOR ROOK EMBANKMENT.
- THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- ALL FINISHED GRADING ELEVATIONS SHALL MATCH EXISTING ELEVATIONS AT THE SITE'S BOUNDARY. WHERE CONFLICTS EXIST THE CONTRACTOR SHALL NOTIFY THE OWNER TO RESOLVE THE ISSUE PRIOR TO PROCEEDING.
- NO QUANTITIES HAVE BEEN CALCULATED TO DETERMINE VOLUMES OF EXCAVATION AND EMBANKMENT ON THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE OR DISPOSE OF ALL EMBANKMENT AND/OR EXCAVATED MATERIALS.
- EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PROVIDED AS SHOWN ON THE APPROVED GRADING AND EROSION/SEDIMENTATION CONTROL PLANS.
- THE CONTRACTOR SHALL PROTECT ALL CATCH BASINS AND DRYWELLS FROM BEING CONTAMINATED WITH SILT BY INSTALLING FILTER FABRIC OVER THE METAL FRAME DURING THE INSTALLATION AND KEEPING IT IN PLACE UNTIL THE STREETS HAVE BEEN PAVED AND CLEANED.
- THE CONTRACTOR SHALL HAVE AN APPROVED SET OF THE GRADING AND EROSION/SEDIMENTATION CONTROL PLANS AND THE ROAD AND DRAINAGE PLANS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- ALL DISTURBED AREAS SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL. SEE APPROVED GRADING AND EROSION/SEDIMENTATION CONTROL PLANS.
- ALL PERMANENT PONDS SHALL BE SOODED OR HYDROSEEDDED. TEMPORARY PONDS AND/OR DITCHES SHALL BE SEEDDED AS CALLED FOR ON THE APPROVED GRADING AND EROSION/SEDIMENTATION CONTROL PLANS.

### WATER NOTES

- WATER SERVICES SHALL MEET CURRENT BACKFLOW STANDARDS PER WAC 246-290-490 AND FOLLOW THE CITY OF SPOKANE WATER DEPARTMENT RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS.
  - [I. https://spokanewater.org](https://spokanewater.org) AND CLICK ON LOWER RIGHT BELOW 'RELATED LINKS'.
- ON-PROPERTY SITE WATER LINES NEED TO BE INSPECTED BY CITY WATER PRIOR TO BACKFILL. INSPECTION CAN BE SCHEDULED AFTER METER PERMIT FEES ARE PAID.
- MUST PROVIDE PASSING TESTING REPORTS FOR ALL BACKFLOW ASSEMBLIES (E.G. IRRIGATION AND FIRE SYSTEMS) TO THE CITY OF SPOKANE WATER DEPARTMENT. SEND ALL REPORTS TO [water@spokanewater.org](mailto:water@spokanewater.org) BEFORE SITE SURVEY/INSPECTION, AND ALSO BEFORE CERTIFICATE OF OCCUPANCY CAN BE ISSUED.
- COORDINATE A SITE SURVEY/INSPECTION WITH THE CITY WATER DEPARTMENT (AFTER BACKFLOW DEVICES HAVE BEEN TESTED) NO LESS THAN 48 HOURS PRIOR TO REQUESTING CERTIFICATE OF OCCUPANCY. CROSS CONNECTION LINE TO SCHEDULE A WATER USE SURVEY/INSPECTION IS 509-625-7969.
- CONDUIT FOR METER SIGNAL NEEDS TO BE PROVIDED FROM CONCRETE VAULT AND STUBBED UP MIN. 3' ABOVE GROUND (I.E. NEXT TO STREET FACING WALL OF A BUILDING OR NEXT TO A GALVANIZED METAL POST) SINCE SIGNAL WILL NOT PENETRATE CAST IRON LID OF THE WATER VAULT. ALL CONDUIT BENDS MUST BE SWEEPS NOT ELBOWS. PULL STRING IS TO BE PROVIDED ON CONDUIT RUNS. IF A METER SIGNAL POST IS USED (SAME MATERIAL STOP SIGN POST), NEED TO PROVIDE AND ATTACH A 16" LONG COMPOSITE DECKING 2X6 TO FACE OF POST JUST BELOW ITS TOP (BOARD LENGTH PARALLEL TO GROUND, FACING NEAREST STREET) TO MOUNT THE METER SIGNAL TRANSMITTERS.
- CITY OF SPOKANE NOW REQUIRES A MANDATORY CITY RPBA AND FLOW METER ASSEMBLY FOR ALL FIRE HYDRANT WATER USAGE (E.G. IF NEEDED FOR CONSTRUCTION DUST CONTROL, ETC.). THIS HYDRANT PROGRAM REQUIRES AN ANNUAL PERMIT FEE, CONSUMPTION BILLING FOR ACTUAL USE, AND DEPOSIT FOR THE RPBA & METER ASSEMBLY TO BE LEASED FROM THE CITY. PLEASE CALL 311 OR CITY WATER DEPT. AT 509-625-7800 FOR MORE INFO. VIOLATIONS FOR NOT USING CITY LEASED RPBA/METER ASSEMBLY ON HYDRANT WATER USAGE WILL RESULT IN MONETARY PENALTIES STARTING 2021.

### URBAN FORESTRY NOTES

- 'TREE PROTECTION FENCING SHALL BE INSTALLED AROUND ALL EXISTING STREET TREES IN THE PUBLIC RIGHT OF WAY THAT ARE WITHIN 30' OF CONSTRUCTION ACTIVITIES.'
- 'FENCING TO BE INSTALLED PER CITY OF SPOKANE TREE PROTECTION SPECIFICATIONS AND DETAIL PRIOR TO ANY SITE/SOIL WORK AND TO REMAIN INTACT THROUGHOUT ALL PHASES OF DEMOLITION AND CONSTRUCTION. THE GENERAL CONTRACTOR IS RESPONSIBLE TO ENSURE THIS REQUIREMENT IS MET.'
- 'CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO STREET TREES.'
- 'LICENSED CERTIFIED ARBORIST WITH SEPARATE TREE PERMIT IS REQUIRED FOR ALL WORK ON STREET TREES, INCLUDING REMOVAL.'
- 'ANY STREET TREES APPROVED BY URBAN FORESTRY FOR REMOVAL SHALL BE REPLACED WITH COMPARABLE SPECIES.'
- 'ANY TRENCING WITHIN 10' OF AN EXISTING STREET TREE WILL REQUIRE ROOT PRUNING BY A CERTIFIED ARBORIST WITH A SEPARATE TREE PERMIT PRIOR TO TRENCING.'

CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT

**-CONSTRUCTION PLANS-**  
DATE PLANS ACCEPTED: March 3, 2022

AS-BUILD OF THIS PLAN AND CONSTRUCTION INFORMATION ARE REQUIRED PRIOR TO CITY ACCEPTANCE OF IMPROVEMENTS OR PROJECT COMPLETION.

\*NOTE: PLAN ACCEPTANCE ONLY FOR CONFORMANCE WITH CITY STANDARDS. PLAN DESIGN AND ACCURACY IS THE RESPONSIBILITY OF THE STAMPING ENGINEER.

LEGEND	
ROADWAY CENTER LINE	PROPOSED WATER VALVE
RIGHT OF WAY LINE	PROPOSED WATER MAIN
PLAT BOUNDARY	EXISTING WATER MAIN
PROPERTY LINE	PROPOSED FIRE HYDRANT
EASEMENT LINE	PROPOSED WATER TEE
PROPOSED CURB & SIDEWALK CUTTER	PROPOSED REDUCER
EXISTING CURB	PROPOSED WATER CROSS
PROPOSED SEWER MAIN	PROPOSED WATER SERVICE
EXISTING SEWER MAIN	PROPOSED STORM DRAIN LINE
PROPOSED SEWER MANHOLE	PROPOSED DRYWELL
EXISTING SEWER MANHOLE	PROPOSED CONCRETE INLET
PROPOSED SEWER CLEANOUT	PROPOSED W.S.D.O.T. GRATE
PROPOSED SEWER SERVICE	PROPOSED CURB INLET
	EXISTING STORM DRAIN MANHOLE
	EXISTING POWER POLE
	EXISTING CATCH BASIN
	WSDOT TYPE "III" BARRICADE
	PROPOSED TRAFFIC SIGN

ABBREVIATIONS	
SAN	SANITARY SEWER
WM	WATER MAIN
MH	MANHOLE
EXIST	EXISTING
CO	SEWER CLEANOUT
HYD	HYDRANT
RT	RIGHT
LT	LEFT
PC	POINT OF CURVE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
CT	COURT
RD	ROAD
LN	LANE
STA L	STATION LENGTH
ACT L	ACTUAL LENGTH
STA	STATION
G	GRADE
I E	INVERT ELEVATION
RIM EL	RIM ELEVATION
DIA	DIAMETER
SI	STREET INTERSECTION
BDRY	BOUNDARY

Greenstone  
HOMES & NEIGHBORHOODS  
1421 N. MEADOWWOOD LN. SUITE 200  
LIBERTY LAKE, WA 99019  
PHONE: (509)-458-5888  
FAX: (509)-458-5882

BY	REVISIONS	DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE

WSDOT MONUMENT 0P32385-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET

ELEVATION 1943.937 HORIZONTAL 1"=60'

VERTICAL H/A

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAFTING STANDARD CCS - ADOPTED 2/95

DATE 2/14/22 DRAWN JME

2/14/22 CHECKED OJD

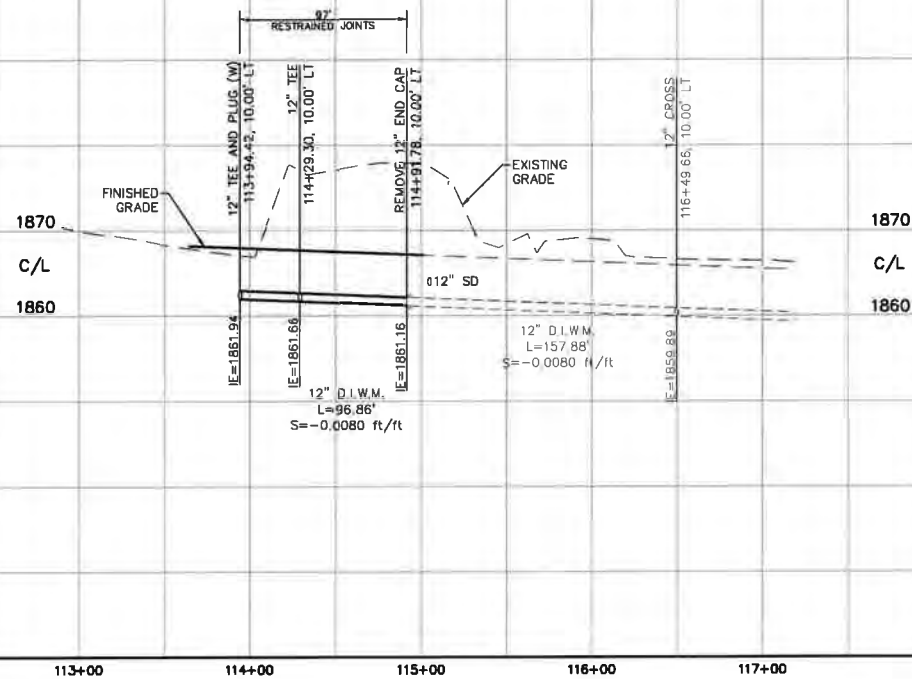
2/14/22 APPROVED OJD

**SPOKANE**

CITY OF SPOKANE, WASHINGTON  
DEPARTMENT OF ENGINEERING SERVICES  
808 WEST SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3343  
(509) 625-6300

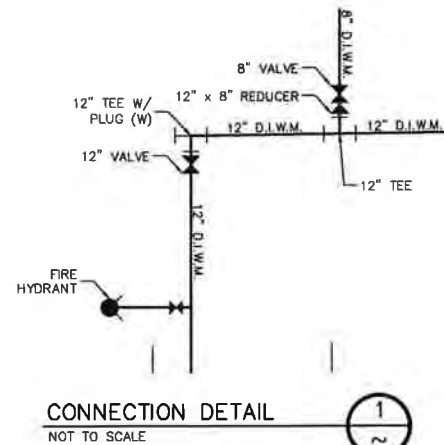
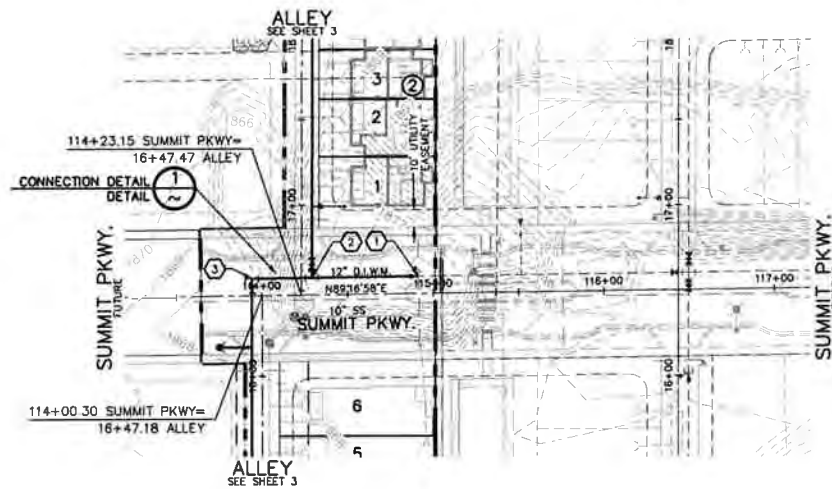
SHEET LIMITS:		TYPE OF IMPROVEMENT: WATER	
<b>COVER SHEET</b> OVERALL WATER PLANS		CITY PROJECT NUMBER	CITY PLAN NUMBER
PROJECT LIMITS: KENDALL YARDS 7TH ADDITION		2021564	COVER 2021564





**CONSTRUCTION NOTES:**

- 1 REMOVE EXIST. 12" END CAP AND CONNECT TO EXIST. 12" D.I.W.M. (STA 114+91.78, 10.00' LT) CONNECTION TO EXISTING PUBLIC WATER MAIN BY CITY FORCES, PAID FOR BY DEVELOPER.
- 2 12" TEE WITH 12" x 8" REDUCER AND 8" VALVE (W) (STA 114+29.30, 10.00' LT)
- 3 12" TEE WITH PLUG (W) AND 12" VALVE (S) (STA 113+94.42, 10.00' LT)



BASED ON 75% OF MAXIMUM DEFLECTION BY SPECIFICATION

SIZE OF PIPE IN INCHES	MAX PERMISSIBLE DEFLECTION PER LENGTH-IN		APPROX. RADIUS OF CURVE BY SUCCESSION OF JOINTS-FT	
	18-FT. LENGTH	20-FT. LENGTH	18-FT. LENGTH	20-FT. LENGTH
4"	14	21	273	307
6"	14	21	273	307
8"	14	21	273	307
12"	14	21	273	307

**DEFLECTION TABLE**

MAXIMUM PERMISSIBLE DEFLECTION IN LAYING PUSH-ON-PIPE

FITTING DESCRIPTION	PIPE SIZE			
	12" & 10"	8"	6"	4"
90° BENDS, TEES, CROSSES, VALVES, AND DEAD ENDS	150'	107'	74'	53'
11 1/4° BENDS	10'	8'	6'	4'
22 1/2° BENDS	20'	14'	10'	#
45° BENDS	40'	28'	20'	14'

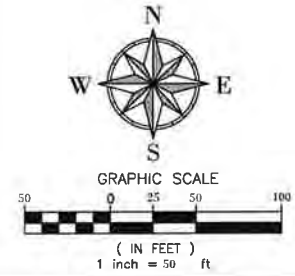
NOTES:  
 - FOR STATIC SYSTEM PRESSURE GREATER THAN 85 PSI, ADJUST AS FOLLOWS:  
 - ADD 1' OF RESTRAINED LENGTH FOR EACH PSI OVER 85 FOR ALL PIPE DIAMETERS IN THE TABLE.  
 - FOR LOCATIONS THAT ARE SERVED BY A PRESSURE REDUCING VALVE (PRV) RESTRAINED LENGTHS SHALL REFLECT PRV FAILURE. RESTRAINED LENGTHS SHOWN ARE REQUIRED EACH SIDE OF FITTING. FOR PIPE DIAMETERS GREATER THAN 12" RESTRAINT SHALL BE CALCULATED FOR STATIC PRESSURES OVER 120 PSI RESTRAINT SHALL BE CALCULATED.

**RESTRAINED JOINT TABLE**

NOTE: DESIGN PRESSURE = 102 PSI  
 TABLE VALUES ADJUSTED +17' FOR SYSTEM STATIC PRESSURE OF 102 PSI. SEE PROFILE FOR AREAS WHERE PIPES WILL BE FULLY RESTRAINED.

**WATER NOTES:**

1. THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING LOCATIONS ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION BY USING THE ONE CALL NUMBER NOTED ON THIS SHEET OR BY OTHER ACCEPTABLE MEANS.
2. ALL PIPE AND APPURTENANCES SHALL BE DUCTILE IRON.
3. ALL VALVES AND TEES SHALL HAVE RESTRAINED MECHANICAL JOINT FITTINGS.
4. A MINIMUM 5' 5" DEPTH IS REQUIRED FROM INVERT TO FINISHED GRADE.
5. CITY FORCES WILL MAKE CONNECTIONS TO EXISTING MAINS, PAID FOR BY CONTRACTOR. CONTRACTOR TO PROVIDE PARTS FOR THE CONNECTION TO EXISTING, EXCAVATION, BACKFILL AND PAVEMENT PATCH.
6. ALL MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE STANDARDS AS PER STANDARD PLAN B-18C.
7. BACKFILL TO BE INSTALLED PER WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (W.S.D.O.T.) "STANDARD SPECIFICATIONS", CURRENT EDITION. LIFTS TO BE 8" MAXIMUM AND COMPACTED PER CITY OF SPOKANE STANDARD PLAN B-18D.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
9. NO UTILITIES ARE TO BE INSTALLED WITHIN 5' PARALLEL OF WATER SERVICE LINES.
10. ALL SEWER/WATER CROSSINGS SHALL BE IN ACCORDANCE WITH CITY OF SPOKANE STANDARD PLAN W-111.



CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT

**-CONSTRUCTION PLANS-**

DATE PLANS ACCEPTED: March 3, 2022

AS-BUILD OF THIS PLAN AND CONSTRUCTION INFORMATION ARE REQUIRED PRIOR TO CITY ACCEPTANCE OF IMPROVEMENTS OR PROJECT COMPLETION.

\*NOTE: PLAN ACCEPTANCE ONLY FOR CONFORMANCE WITH CITY STANDARDS. PLAN DESIGN AND ACCURACY IS THE RESPONSIBILITY OF THE STAMPING ENGINEER.

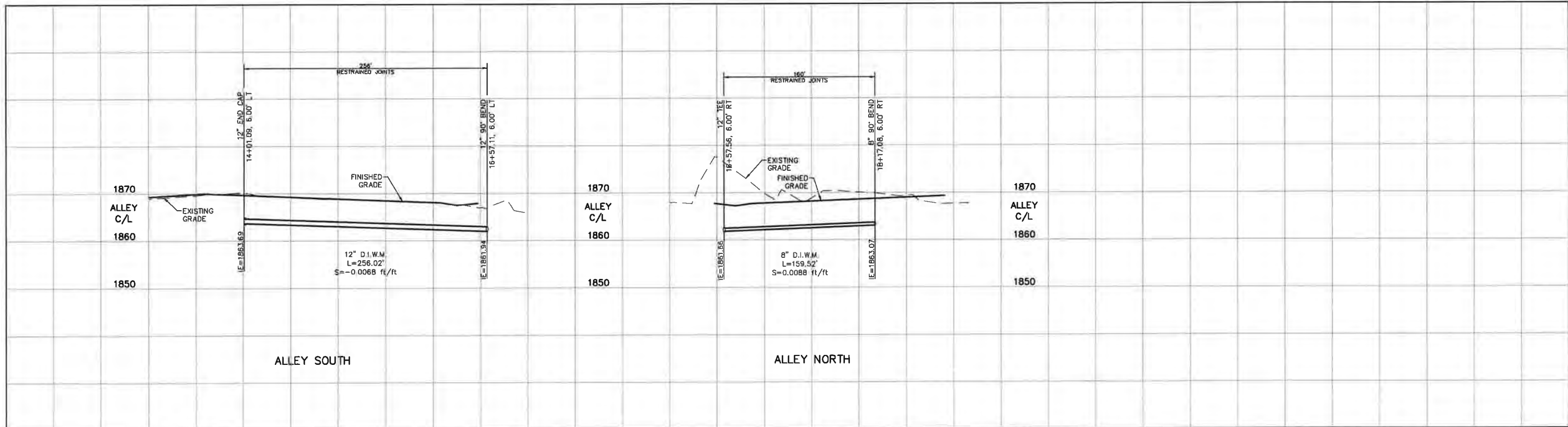
**CITY OF SPOKANE FIRE DEPARTMENT**

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Fire Department Signature \_\_\_\_\_

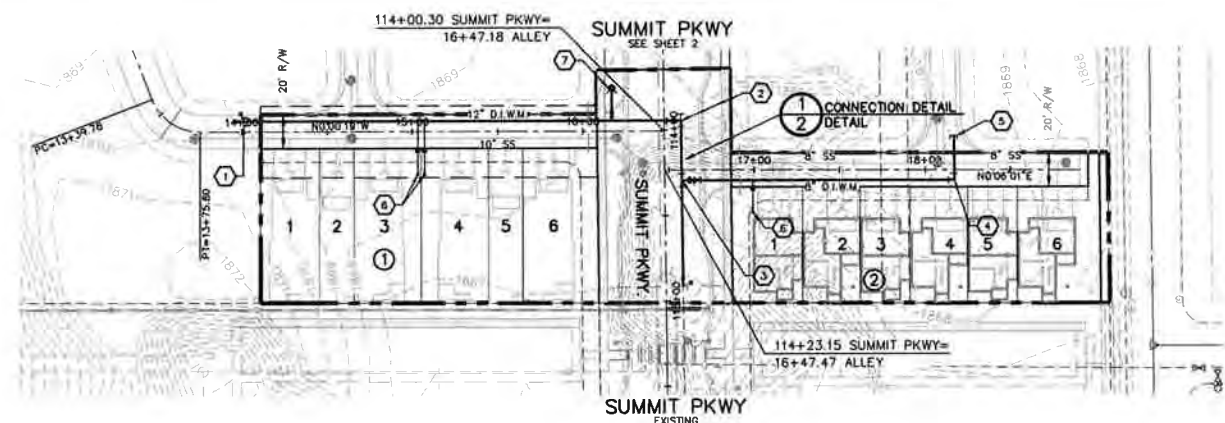


BY		REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE	LOCATION: WSDOT MONUMENT GP33395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 7TH AVENUE AND DIVISION STREET	ELEVATION: 1943.937	HORIZONTAL: 1" = 50'	VERTICAL: 1" = 10'	DRAFTING STANDARD: CCS - ADOPTED 2/95	DATE: 2/14/22	DRAWN: JNE	CHECKED: DJD	APPROVED: DJD	CITY OF SPOKANE, WASHINGTON DEPARTMENT OF ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS: SUMMIT PKWY STA 113+64.31 TO STA 115+01.14	PROJECT LIMITS: KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT: WATER	CITY PROJECT NUMBER: 2021564	CITY PLAN NUMBER: SUMMI K(3)4 13-25-42
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**CONSTRUCTION NOTES:**

- 1 INSTALL 12" END CAP (STA 14+01.09, 6.00' LT) FOR FUTURE CONNECTION.
- 2 12" TEE W/ PLUG (W) AND 12" VALVE (S) (STA 16+57.11, 10.00' LT)
- 3 12" TEE WITH 12" x 8" REDUCER AND 8" VALVE (N) (STA 16+57.56, 6.00' RT)
- 4 8" 90° BEND (STA 18+17.08, 6.00' RT)
- 5 INSTALL 26 L.F. OF 8" D.I.W.M. AND 8" END CAP (STA 18+16.70, 20.00' LT) FOR FUTURE CONNECTION.
- 6 2" WATER SERVICE STUB & 1-1/2" WATER METER FOR EACH BUILDING AS SHOWN (TYP)
- 7 FIRE HYDRANT PER CITY OF SPOKANE STD. DWG Y-101. (STA 16+16.86, 25.09' LT)



BASED ON 75% OF MAXIMUM DEFLECTION BY SPECIFICATION

SIZE OF PIPE IN INCHES	MAX PERMISSIBLE DEFLECTION PER LENGTH-IN		APPROX. RADIUS OF CURVE BY SUCCESSION OF JOINTS-FT	
	18-FT. LENGTH	20-FT. LENGTH	18-FT. LENGTH	20-FT. LENGTH
4"	14	21	273	307
6"	14	21	273	307
8"	14	21	273	307
12"	14	21	273	307

**DEFLECTION TABLE**  
MAXIMUM PERMISSIBLE DEFLECTION IN LAYING PUSH-ON-PIPE

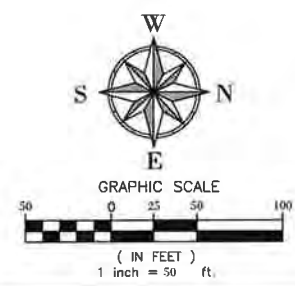
FITTING DESCRIPTION	PIPE SIZE			
	LENGTH (FEET) OF RESTRAINED PIPE REQUIRED IN EACH DIRECTION			
	12" & 10"	8"	6"	4"
90° BENDS, TEES, CROSSES, VALVES, AND DEAD ENDS	150'	107'	74'	53'
11 1/4" BENDS	10'	8'	6'	4'
22 1/2" BENDS	20'	14'	10'	8'
45° BENDS	40'	28'	20'	14'

NOTES:  
FOR STATIC SYSTEM PRESSURE GREATER THAN 85 PSI, ADJUST AS FOLLOWS:  
- ADD 1' OF RESTRAINED LENGTH FOR EACH PSI OVER 85 FOR ALL PIPE DIAMETERS IN THIS TABLE.  
- FOR LOCATIONS THAT ARE SERVED BY A PRESSURE REDUCING VALVE (PRV) RESTRAINED LENGTHS SHALL REFLECT PRV FAILURE. RESTRAINED LENGTHS SHOWN ARE REQUIRED EACH SIDE OF FITTING FOR PIPE DIAMETERS GREATER THAN 12". RESTRAINT SHALL BE CALCULATED FOR STATIC PRESSURES OVER 120 PSI. RESTRAINT SHALL BE CALCULATED.

**RESTRAINED JOINT TABLE**  
NOTE: DESIGN PRESSURE = 102 PSI  
TABLE VALUES ADJUSTED +17' FOR SYSTEM STATIC PRESSURE OF 102 PSI. SEE PROFILE FOR AREAS WHERE PIPES WILL BE FULLY RESTRAINED.

**WATER NOTES:**

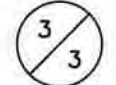
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2. ALL PIPE AND APPURTENANCES SHALL BE DUCTILE IRON.
3. ALL VALVES AND TEES SHALL HAVE RESTRAINED MECHANICAL JOINT FITTINGS.
4. A MINIMUM 5' DEPTH IS REQUIRED FROM INVERT TO FINISHED GRADE.
5. CITY FORCES WILL MAKE CONNECTIONS TO EXISTING MAINS, PAID FOR BY CONTRACTOR. CONTRACTOR TO PROVIDE PARTS FOR THE CONNECTION TO EXISTING, EXCAVATION, BACKFILL AND PAVEMENT PATCH.
6. ALL MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE STANDARDS AS PER STANDARD PLAN B-18C.
7. BACKFILL TO BE INSTALLED PER WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (W.S.D.O.T.) "STANDARD SPECIFICATIONS", CURRENT EDITION. LIFTS TO BE 8" MAXIMUM AND COMPACTED PER CITY OF SPOKANE STANDARD PLAN B-18D.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
9. NO UTILITIES ARE TO BE INSTALLED WITHIN 5' PARALLEL OF WATER SERVICE LINES.
10. ALL SEWER/WATER CROSSINGS SHALL BE IN ACCORDANCE WITH CITY OF SPOKANE STANDARD PLAN W-111.



CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
**-CONSTRUCTION PLANS-**  
March 3, 2022  
DATE PLANS ACCEPTED:  
AS-BUILD OF THIS PLAN AND CONSTRUCTION INFORMATION ARE REQUIRED PRIOR TO CITY ACCEPTANCE OF IMPROVEMENTS OR PROJECT COMPLETION.  
\*NOTE: PLAN ACCEPTANCE ONLY FOR CONFORMANCE WITH CITY STANDARDS. PLAN DESIGN AND ACCURACY IS THE RESPONSIBILITY OF THE STAMPING ENGINEER.

**CITY OF SPOKANE FIRE DEPARTMENT**

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Fire Department Signature

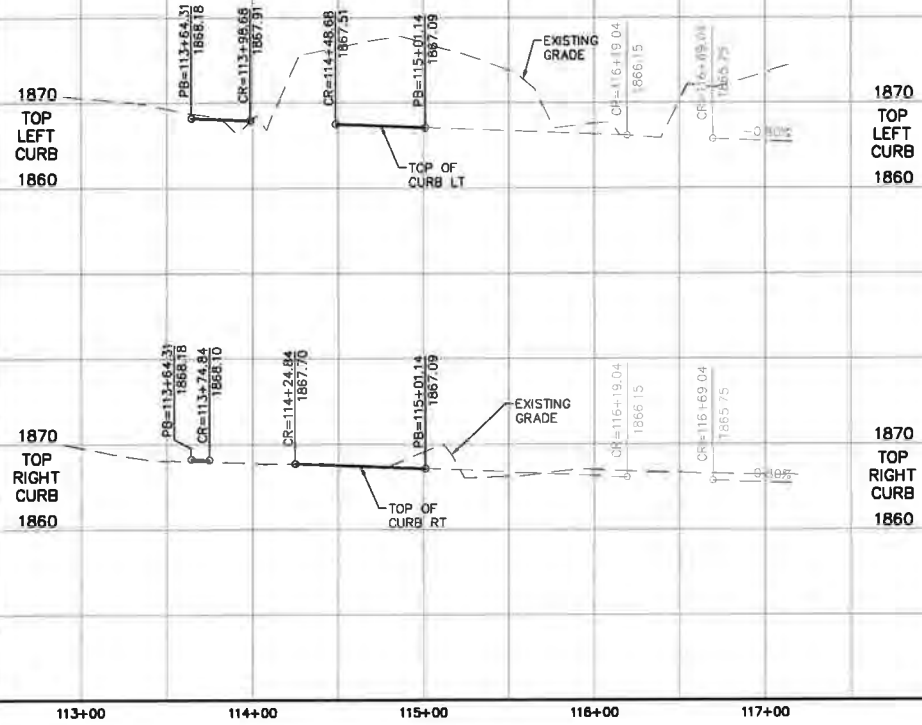


REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE	LOCATION	ELEVATION	HORIZONTAL 1" = 50'	VERTICAL 1" = 10'	BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	DRAFTING STANDARD	CCS - ADOPTED 2/95	DATE	DRAWN	CHECKED	APPROVED	CITY OF SPOKANE, WASHINGTON	DEPARTMENT OF ENGINEERING SERVICES	808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 825-8300	SHEET LIMITS:	TYPE OF IMPROVEMENT:	WATER	DITY PROJECT NUMBER	DITY PLAN NUMBER	
							WSDOT MONUMENT GP32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET	1943.937							2/14/22	JME	DJD	DJD	CITY OF SPOKANE, WASHINGTON	DEPARTMENT OF ENGINEERING SERVICES	808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 825-8300	PROJECT LIMITS:	ALLEY	STA 14+11.09 TO STA 16+47.18 STA 14+47.47 TO STA 18+90.54	2021564	ALLEY Y(3)4 13-25-42







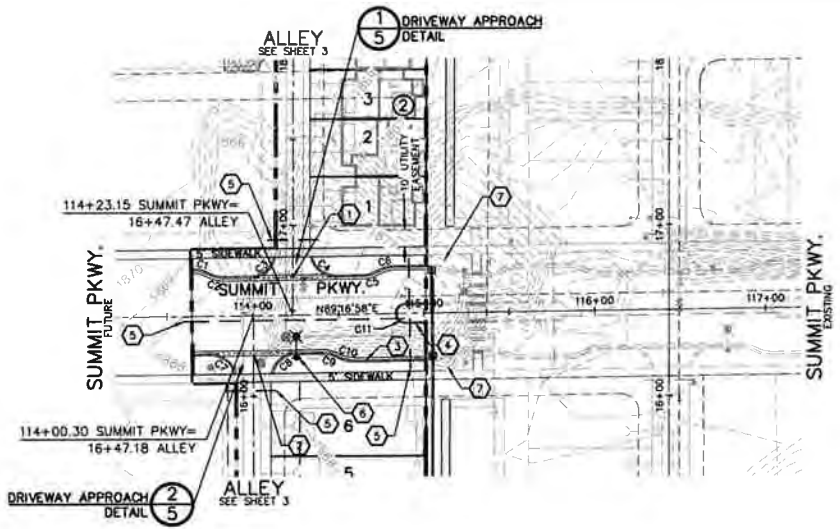


**GENERAL NOTES:**

- FOR CENTERLINE ISLAND GRADING INFORMATION REFER TO CROSS SECTION A, SHEET 5 -STA 114+83.05 THRU STA 115+01.14
- FOR SUMMIT PKWY, CROSS SECTION INFORMATION, REFER TO DETAILS A & B, SHEET 5.

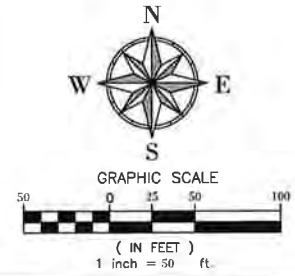
**SIGNING & STRIPING GENERAL NOTES:**

- TRAFFIC SIGN POST LOCATIONS SHALL BE FIELD LOCATED BY THE CITY OF SPOKANE. PRIOR TO INSTALLATION, THE CONTRACTOR SHALL CONTACT THE CITY OF SPOKANE TRAFFIC SIGNS AND MARKERS SUPERVISOR, AT 232-8803, AT LEAST FIVE CITY WORKDAYS PRIOR TO INSTALLATION, TO ARRANGE FOR A CITY REPRESENTATIVE TO FIELD LOCATE SAID SIGN POSTS
- FOR ALL TRAFFIC CONTROL SIGNS WITHIN THE RIGHT-OF-WAY: A SPEC. DRAWING SHALL BE SUBMITTED FOR APPROVAL, PRIOR TO MANUFACTURE, AND COMPLETED SIGNS SHALL BE PRESENTED FOR INSPECTION, PRIOR TO INSTALLATION, TO THE CITY OF SPOKANE TRAFFIC SIGNS AND MARKERS SUPERVISOR, AT 901 N. NELSON ST. AN APPOINTMENT IS NECESSARY.
- AT THE TIME OF INSTALLATION, ALL SIGNAGE AND STRIPING WITHIN RIGHT-OF-WAY SHALL BE COMPLETED ACCORDING TO THE MOST UP-TO-DATE CITY OF SPOKANE STANDARDS AND SPECIFICATIONS
- TRAFFIC SIGNS REMOVED DURING ANY PHASE OF THE CONSTRUCTION PROCESS ARE THE CONTRACTOR'S PROPERTY AND ARE TO BE DISPOSED OF BY THE CONTRACTOR. THESE SIGNS ARE NOT TO BE REUSED



**CONSTRUCTION NOTES:**

- 20' WIDE CONCRETE ALLEY RETURN PER DETAIL 1, SHEET 5 STA STA 114+23.47, LT.
- 20' WIDE CONCRETE ALLEY RETURN PER DETAIL 1, SHEET 5 STA STA 114+00.03, RT.
- CONCRETE CURB AND GUTTER PER CITY OF SPOKANE STD F-106
- CONCRETE CURB PER CITY OF SPOKANE STD F-106 (TYP)
- 6" IRRIGATION CONDUIT (TYP)
- 30" BLACK STEEL STANDARD W/ CONCRETE PEDESTAL BASE 200W HPS LIGHT: "M"-250A2 POWR/DOOR LUMINAIRE WITH CUTOFF OPTICS"
- PROTECT EXISTING STREET TREES IN PLACE

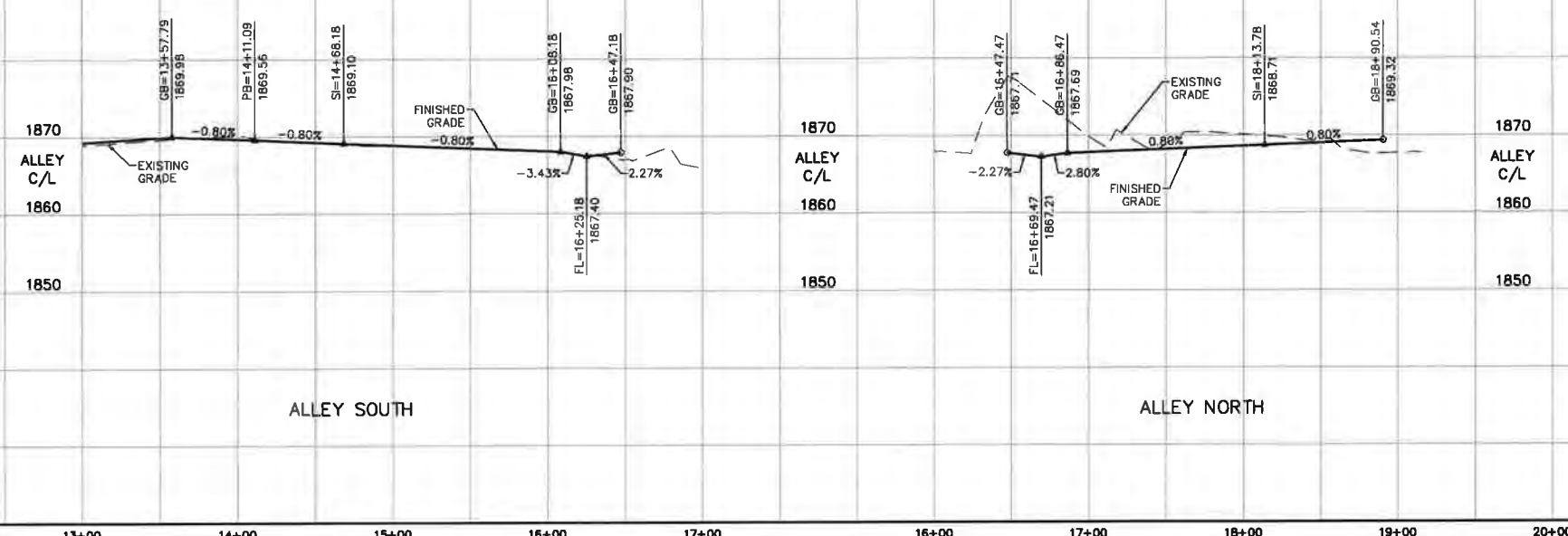


CURVE TABLE					
CURVE #	LENGTH	RADIUS	TANGENT	CHORD	DELTA
C1	10.11	20.00	5.16	10.00	028°57'18"
C2	10.11	20.00	5.16	10.00	028°57'18"
C3	20.54	15.00	12.25	18.97	078°27'47"
C4	20.54	15.00	12.25	18.97	078°27'47"
C5	10.11	20.00	5.16	10.00	028°57'18"
C6	10.11	20.00	5.16	10.00	028°57'18"
C7	20.54	15.00	12.25	18.97	078°27'47"
C8	20.54	15.00	12.25	18.97	078°27'47"
C9	10.11	20.00	5.16	10.00	028°57'18"
C10	10.11	20.00	5.16	10.00	028°57'18"
C11	15.71	5.00	INFINITY	10.00	180°00'00"

CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
**-CONSTRUCTION PLANS-**  
 DATE PLANS ACCEPTED: March 3, 2022  
 AS-BUILD OF THIS PLAN AND CONSTRUCTION INFORMATION ARE REQUIRED PRIOR TO CITY ACCEPTANCE OF IMPROVEMENTS OR PROJECT COMPLETION.  
 \*NOTE: PLAN ACCEPTANCE ONLY FOR CONFORMANCE WITH CITY STANDARDS. PLAN DESIGN AND ACCURACY IS THE RESPONSIBILITY OF THE STAMPING ENGINEER.



BY		REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST		NAVD88	SCALE	WSDOT MONUMENT GP32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET ELEVATION 1943.937 HORIZONTAL 1" = 50' WSDOT MON 3072 VERTICAL 1" = 10' BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DRAFTING STANDARD CCS - ADOPTED 2/95 DATE 2/14/22 DRAWN JME 2/11/22 CHECKED OJD 2/14/22 APPROVED DJD	CITY OF SPOKANE, WASHINGTON DEPARTMENT OF ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS: <b>SUMMIT PKWY</b> STA 113+84.31 TO STA 115+01.14 PROJECT LIMITS: KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT: STREET CITY PROJECT NUMBER: 2021565 CITY PLAN NUMBER: SUMMI K(3)4 13-25-42
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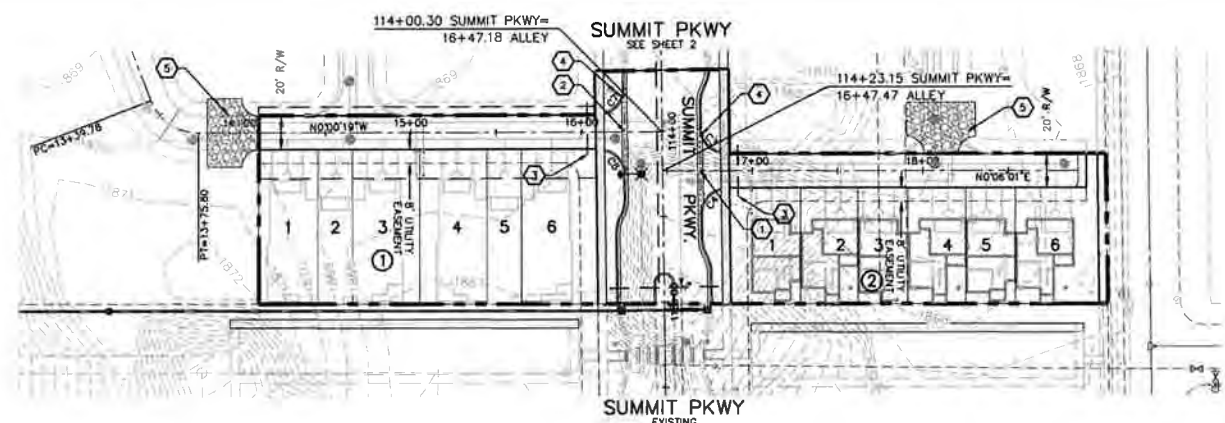


**GENERAL NOTES:**

- FOR ALLEY CROSS SECTION INFORMATION, REFER TO DETAIL C, SHEET 5

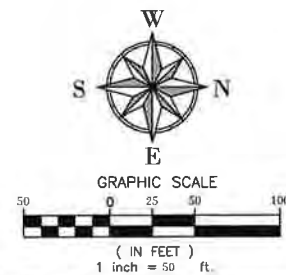
**SIGNING & STRIPING GENERAL NOTES:**

- TRAFFIC SIGN POST LOCATIONS SHALL BE FIELD LOCATED BY THE CITY OF SPOKANE, PRIOR TO INSTALLATION. THE CONTRACTOR SHALL CONTACT THE CITY OF SPOKANE TRAFFIC SIGNS AND MARKERS SUPERVISOR, AT 232-BB03, AT LEAST FIVE CITY WORKDAYS PRIOR TO INSTALLATION, TO ARRANGE FOR A CITY REPRESENTATIVE TO FIELD LOCATE SAID SIGN POSTS.
- FOR ALL TRAFFIC CONTROL SIGNS WITHIN THE RIGHT-OF-WAY: A SPEC. DRAWING SHALL BE SUBMITTED FOR APPROVAL, PRIOR TO MANUFACTURE, AND COMPLETED SIGNS SHALL BE PRESENTED FOR INSPECTION, PRIOR TO INSTALLATION, TO THE CITY OF SPOKANE TRAFFIC SIGNS AND MARKERS SUPERVISOR, AT 901 N. NELSON ST. AN APPOINTMENT IS NECESSARY.
- AT THE TIME OF INSTALLATION, ALL SIGNAGE AND STRIPING WITHIN RIGHT-OF-WAY SHALL BE COMPLETED ACCORDING TO THE MOST UP-TO-DATE CITY OF SPOKANE STANDARDS AND SPECIFICATIONS
- TRAFFIC SIGNS REMOVED DURING ANY PHASE OF THE CONSTRUCTION PROCESS ARE THE CONTRACTOR'S PROPERTY AND ARE TO BE DISPOSED OF BY THE CONTRACTOR. THESE SIGNS ARE NOT TO BE REUSED.



**CONSTRUCTION NOTES:**

- 20' WIDE CONCRETE ALLEY RETURN PER DETAIL 1, SHEET 5. STA STA 114+23.47, LT.
- 20' WIDE CONCRETE ALLEY RETURN PER DETAIL 1, SHEET 5. STA STA 114+00.03, RT.
- 6" IRRIGATION CONDUIT (TYP)
- CONCRETE CURB AND GUTTER PER CITY OF SPOKANE STD F-106
- 6" THICK GRAVEL TEMP. TURNAROUND PER CITY OF SPOKANE STD. W-114.



**Greenstone**  
 HOMES & NEIGHBORHOODS  
 1421 N. MEADOWWOOD LN. SUITE 200  
 LIBERTY LAKE, WA 99019  
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 FAX (509)-458-5842



CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
**-CONSTRUCTION PLANS-**  
 March 3, 2022  
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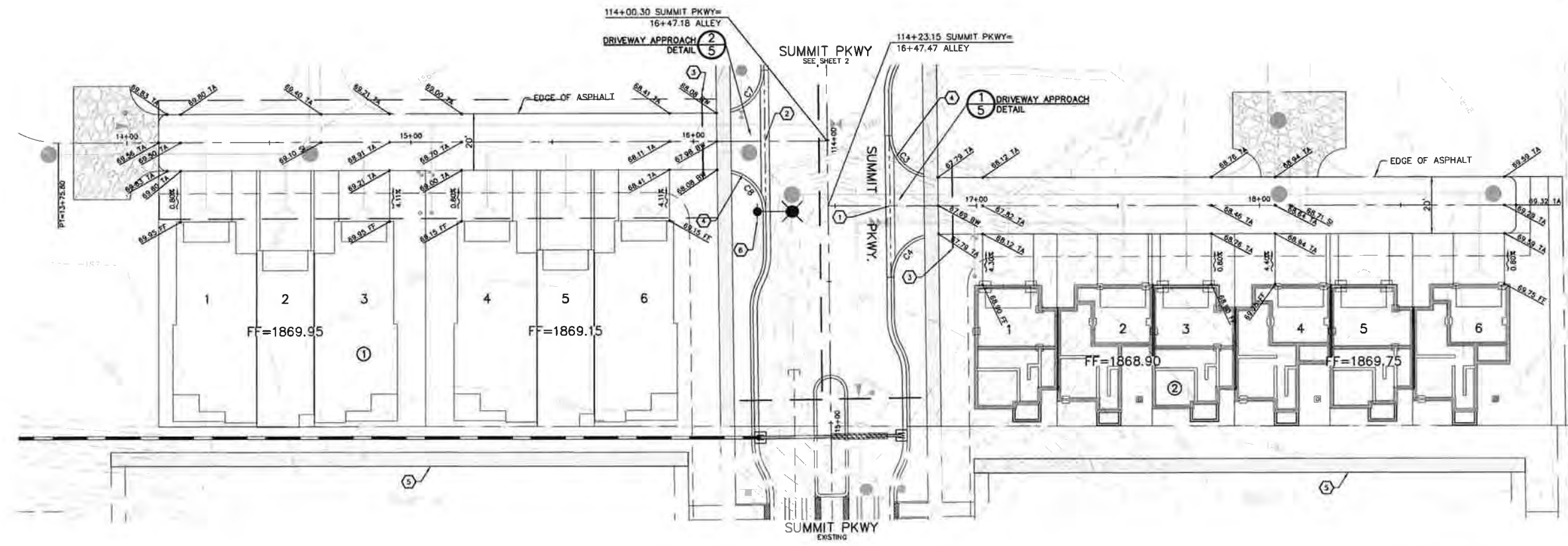
CURVE TABLE					
CURVE #	LENGTH	RADIUS	TANGENT	CHORD	DELTA
C3	20.54	15.00	12.25	18.97	078°27'47"
C4	20.54	15.00	12.25	18.97	078°27'47"
C7	20.54	15.00	12.25	18.97	078°27'47"
C8	20.54	15.00	12.25	18.97	078°27'47"



BY		REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST		NAVD88	SCALE	WSDOT MONUMENT GP32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET	LOCATION	ELEVATION 1043 937	HORIZONTAL 1" = 50'	VERTICAL 8" = 10'	DRAFTING STANDARD CCS - ADOPTED 2/95	DATE 2/14/22	DRAWN JME	CHECKED DJD	APPROVED DJD	CITY OF SPOKANE, WASHINGTON	DEPARTMENT OF ENGINEERING SERVICES	808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS: ALLEY STA 14+11.09 TO STA 16+47.18 STA 14+47.47 TO STA 18+90.54	PROJECT LIMITS: KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT: STREET	QTY PROJECT NUMBER: 2021565	QTY PLAN NUMBER: ALLEY Y(3)4 13-25-42
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UNDERGROUND SERVICE ALERT  
ONE-CALL NUMBER  
**456-8000**  
CALL TWO BUSINESS DAYS  
BEFORE YOU DIG

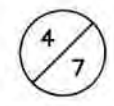
GRAPHIC SCALE  
0 10 20 40  
(IN FEET)  
1 inch = 20 ft.



- CONSTRUCTION NOTES:**
- ① 20' WIDE CONCRETE ALLEY RETURN PER DETAIL 1, SHEET 5. STA STA 114+23.47, LT.
  - ② 20' WIDE CONCRETE ALLEY RETURN PER DETAIL 1, SHEET 5. STA STA 114+00.03, RT.
  - ③ 6" IRRIGATION CONDUIT (TYP).
  - ④ CONCRETE CURB PER CITY OF SPOKANE STD. F-106.
  - ⑤ PROPOSED 5' SIDEWALK
  - ⑥ 30" BLACK STEEL STANDARD W/ CONCRETE PEDESTAL BASE 200W HPS LIGHT. "M-250A2 POWER/DOOR LUMINAIRE WITH CUTOFF OPTICS".

- GENERAL NOTES:**
- 1. FOR ALLEY CROSS SECTION INFORMATION, REFER TO DETAIL C, SHEET 5.
  - 2. FOR CURVE INFORMATION SEE CURVE TABLE, SHEET 2.

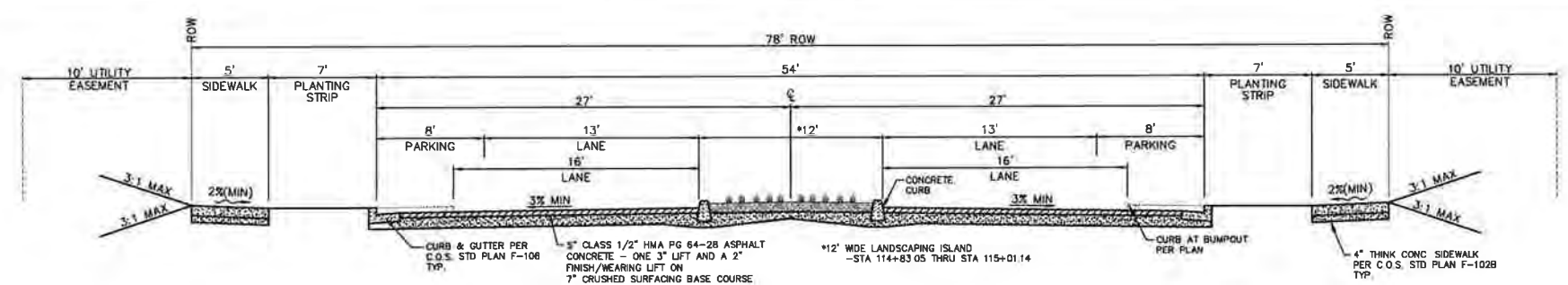
CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
**-CONSTRUCTION PLANS-**  
March 3, 2022  
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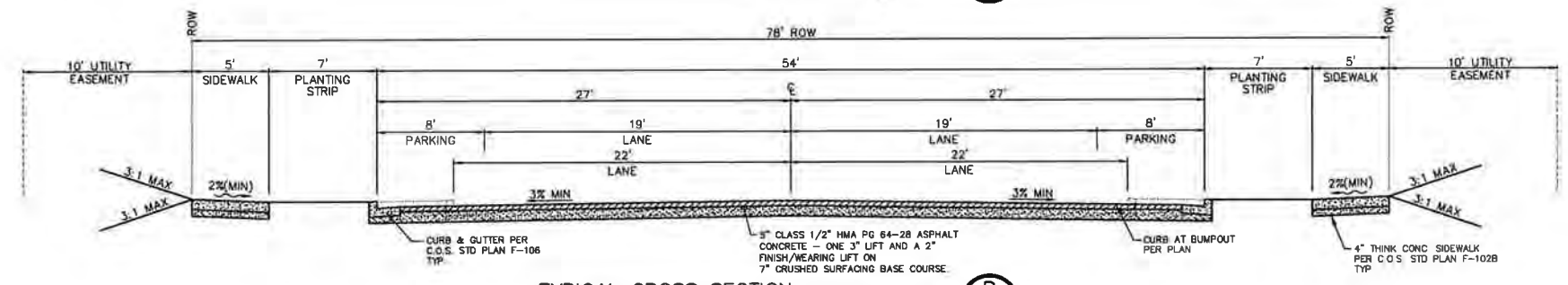
**Greenstone**  
HOMES & NEIGHBORHOODS  
1421 N. MEADOWWOOD LN, SUITE 200  
LIBERTY LAKE, WA 99019  
PHONE: (509)-458-5860  
FAX: (509)-458-5862

BY		REVISIONS	DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE	WSDOT MON 3072	LOCATION	WSDOT MONUMENT GP32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET	ELEVATION	1943.937	HORIZONTAL	1" = 20'	VERTICAL	1" = 10'	BAR IS ONE INCH ON ORIGINAL DRAWING. OTHERWISE, ADJUST SCALES ACCORDINGLY.	DRAFTING STANDARD	CCS - ADOPTED 2/95	CITY OF SPOKANE, WASHINGTON	DEPARTMENT OF ENGINEERING SERVICES	808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS:	<b>GRADING PLAN</b> GRADING PLAN	TYPE OF IMPROVEMENT:	STREET	CITY PROJECT NUMBER	2021565	CITY PLAN NUMBER	ALLEY Y(3)4 13-25-42
BY		REVISIONS	DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE	WSDOT MON 3072	LOCATION	WSDOT MONUMENT GP32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET	ELEVATION	1943.937	HORIZONTAL	1" = 20'	VERTICAL	1" = 10'	BAR IS ONE INCH ON ORIGINAL DRAWING. OTHERWISE, ADJUST SCALES ACCORDINGLY.	DRAFTING STANDARD	CCS - ADOPTED 2/95	CITY OF SPOKANE, WASHINGTON	DEPARTMENT OF ENGINEERING SERVICES	808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS:	<b>GRADING PLAN</b> GRADING PLAN	TYPE OF IMPROVEMENT:	STREET	CITY PROJECT NUMBER	2021565	CITY PLAN NUMBER	ALLEY Y(3)4 13-25-42

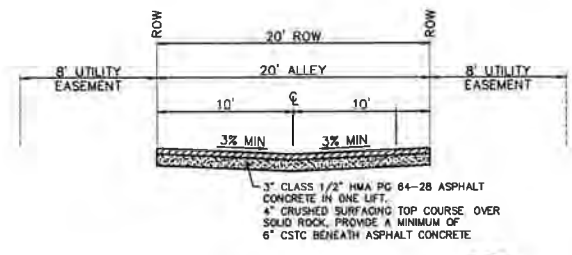
UNDERGROUND SERVICE ALERT  
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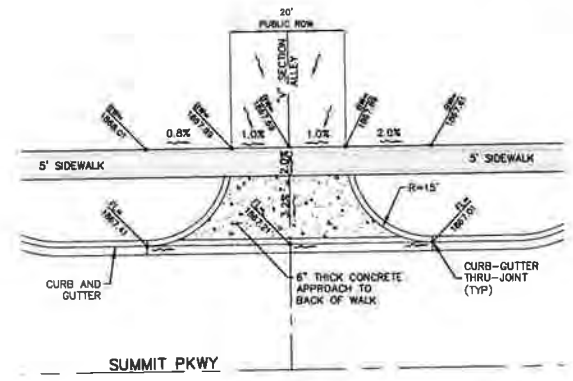
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 NOT TO SCALE  
 SUMMIT PKWY.



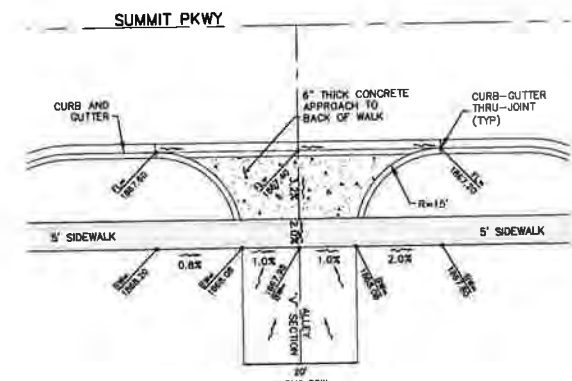
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 NOT TO SCALE  
 SUMMIT PKWY.



ALLEY CROSS SECTION C  
 NOT TO SCALE  
 N-S ALLEY



CONCRETE ALLEY RETURN (N)  
 NOT TO SCALE



CONCRETE ALLEY RETURN (S)  
 NOT TO SCALE

CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
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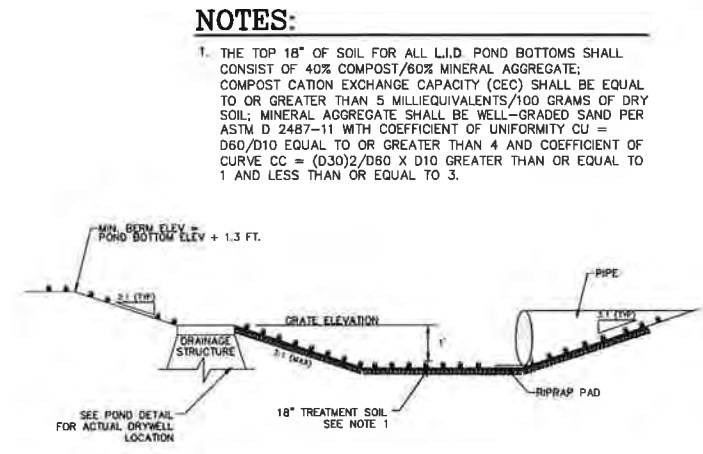
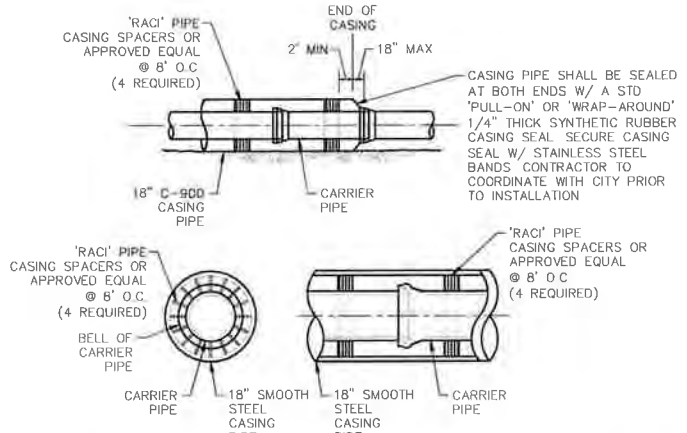
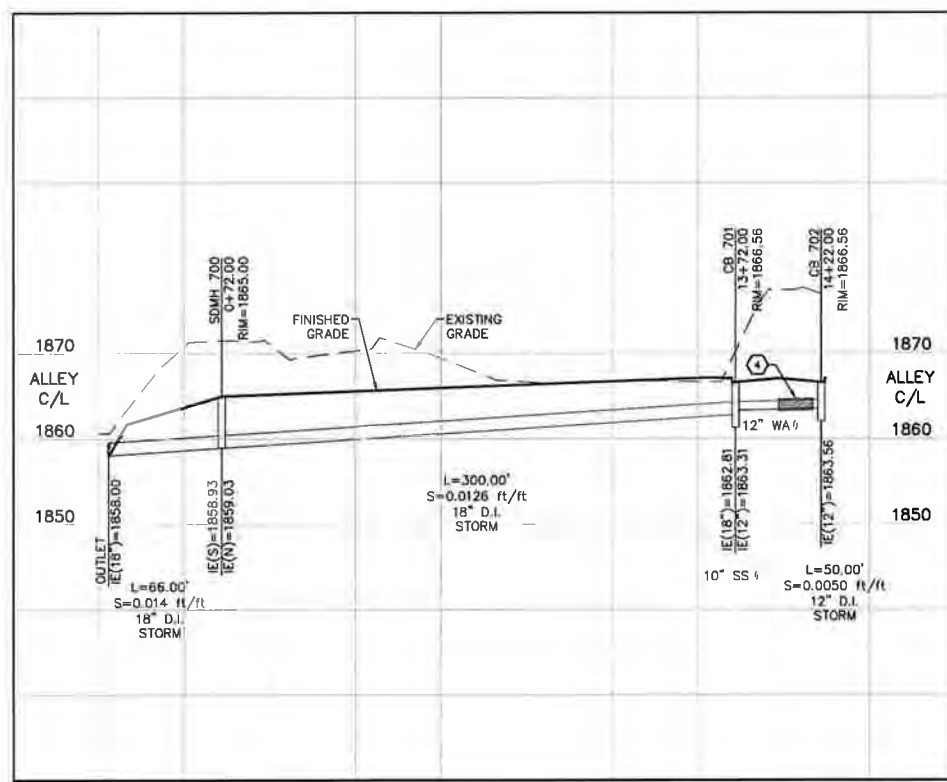
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**Greenstone**  
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 1421 N. MEADOWOOD LN. SUITE 300  
 LIBERTY LAKE, WA 99019  
 PHONE: (509)-438-9888  
 FAX: (509)-438-9882



BY	REVISIONS	DATE	AS BUILT	GRADE ORDINANCE LIST	NAVD88	SCALE	LOCATION	WSDOT MONUMENT CP32305-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND DIVISION STREET	DRAFTING STANDARD	CCS - ADOPTED 2/95	SPokane	CITY OF SPOKANE, WASHINGTON	DEPARTMENT OF ENGINEERING SERVICES	808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-5343 (509) 625-6300	SHEET LIMITS:	<b>STREET DETAILS</b> CROSS SECTION DETAILS	PROJECT LIMITS:	KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT:	STREET	CITY PROJECT NUMBER	2021565	CITY PLAN NUMBER	DETAIL 2021565
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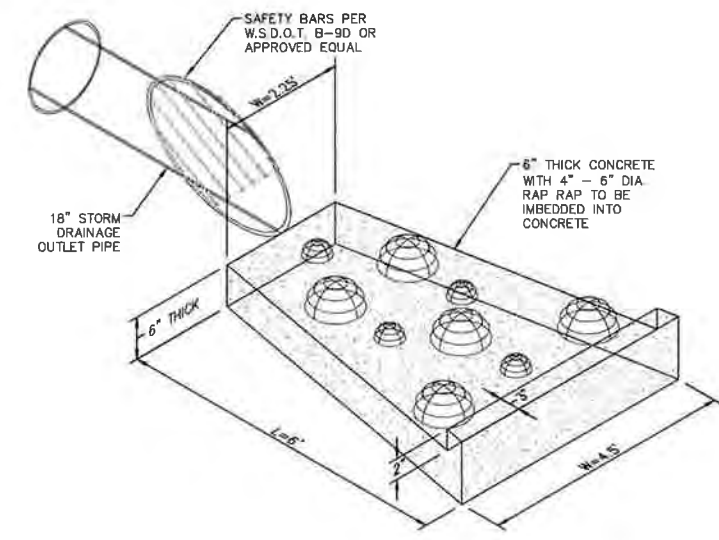
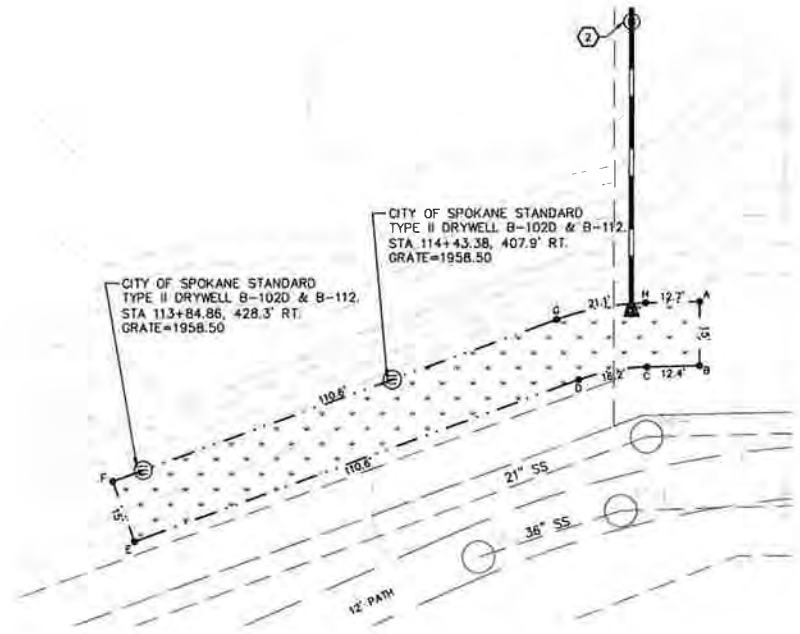
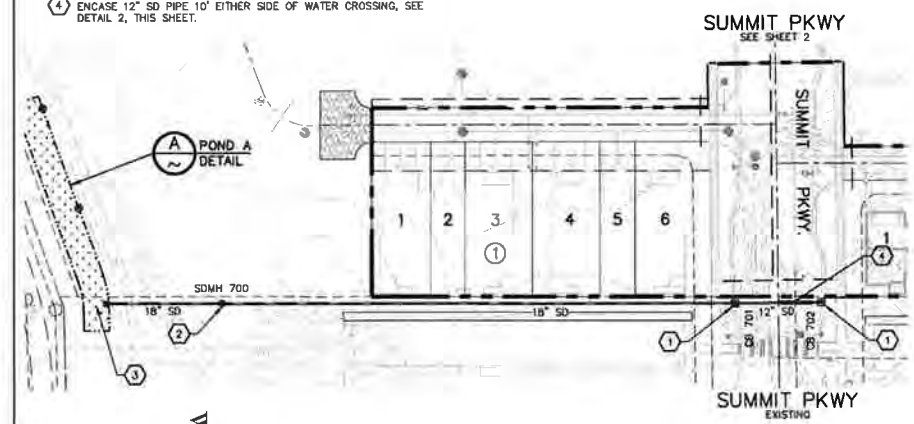


**NOTES:**  
 1. THE TOP 18" OF SOIL FOR ALL L.I.D. POND BOTTOMS SHALL CONSIST OF 40% COMPOST/60% MINERAL AGGREGATE; COMPOST CATION EXCHANGE CAPACITY (CEC) SHALL BE EQUAL TO OR GREATER THAN 5 MILLIEQUIVALENTS/100 GRAMS OF DRY SOIL; MINERAL AGGREGATE SHALL BE WELL-GRADED SAND PER ASTM D 2487-11 WITH COEFFICIENT OF UNIFORMITY CU = D60/D10 EQUAL TO OR GREATER THAN 4 AND COEFFICIENT OF CURVE CC = (D30)2/D60 X D10 GREATER THAN OR EQUAL TO 1 AND LESS THAN OR EQUAL TO 3.

**PIPE CASING DETAIL**  
 NOT TO SCALE

**POND CROSS SECTION**  
 NOT TO SCALE

- CONSTRUCTION NOTES:**
- CATCH BASIN TYPE '1' PER CITY OF SPOKANE STD. PLAN B-101C, W/ METAL FRAME AND GRATE (B-3A) W/ 1" OUTER DEPRESSION.
  - 48" MANHOLE PER CITY OF SPOKANE STD. PLAN Z-101, W/ METAL FRAME AND COVER (B-112), STA 17+12.86, 15' LT., RIM ELEV=1863.52
  - INSTALL RIP-RAP PAD PER DETAIL 1, THIS SHEET.
  - ENCASE 12" SD PIPE 10' EITHER SIDE OF WATER CROSSING, SEE DETAIL 2, THIS SHEET.



**POND A**  
 SCALE 1" = 20'

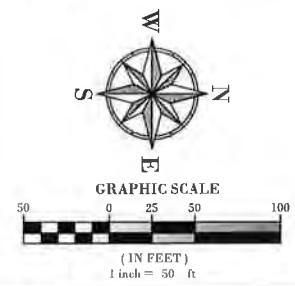
**RIP RAP DETAIL**  
 NOT TO SCALE

**POND BOTTOM LOCATION TABLE**  
 (SUMMIT PKWY STATION & OFFSET)

POINT	STATION	OFFSET
A	115+15.97	390.70' RT
B	115+15.35	405.78' RT
C	115+03.00	405.88' RT
D	114+87.02	194.06' RT
E	113+82.57	445.04' RT
F	113+77.44	430.86' RT
G	114+82.09	394.50' RT
H	115+02.85	390.89' RT

**POND "A"**  
 POND BTM EL=1858.00  
 POND VOLUME REQ'D=1489 C.F.  
 POND VOLUME PROVIDED=2517 C.F.  
 POND DEPTH= ~2.0'

CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
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**Greenstone**  
 HOMES & NEIGHBORHOODS  
 1421 N MEADOWWOOD LN SUITE 200  
 LIBERTY LAKE, WA 99019  
 PHONE: (509)-458-3860  
 FAX: (509)-458-5862

BY		REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST		WS00T MON 3072	NAVD88	SCALE	VERTICAL 1" = 10'	BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	DRAFTING STANDARD CCS - ADOPTED 2/95	DATE 2/14/22	DRAWN JME	CHECKED DJD	APPROVED DJD	CITY OF SPOKANE, WASHINGTON DEPARTMENT OF ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD SPOKANE, WASHINGTON 99201-3343 (509) 625-8300	SHEET LIMITS: <b>STORM DRAINAGE</b> DETAILS	PROJECT LIMITS: KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT: <b>STORM</b>	CITY PROJECT NUMBER: <b>2021566</b>	CITY PLAN NUMBER: <b>ALLEY Y(3)4          13-25-42</b>
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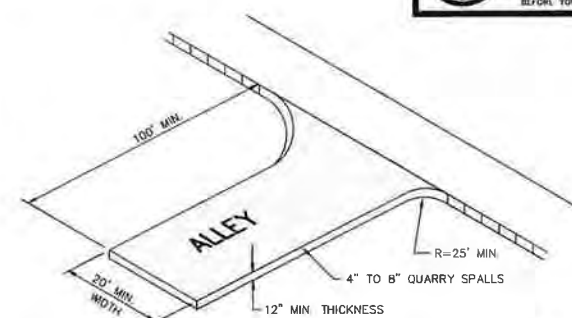
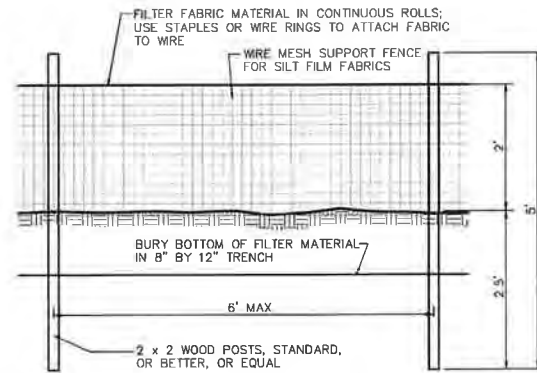
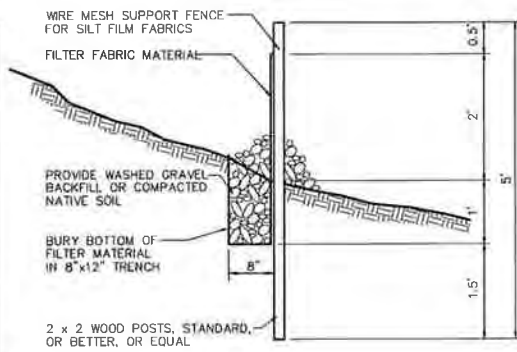
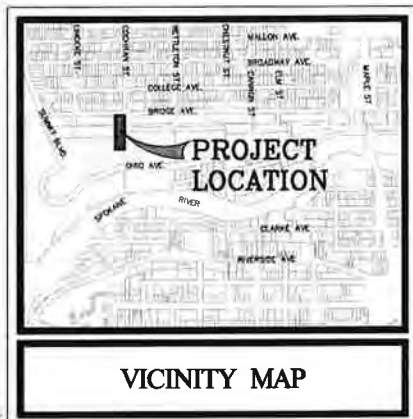
**EROSION & SEDIMENT CONTROL**

**GENERAL NOTES AND INFORMATION**

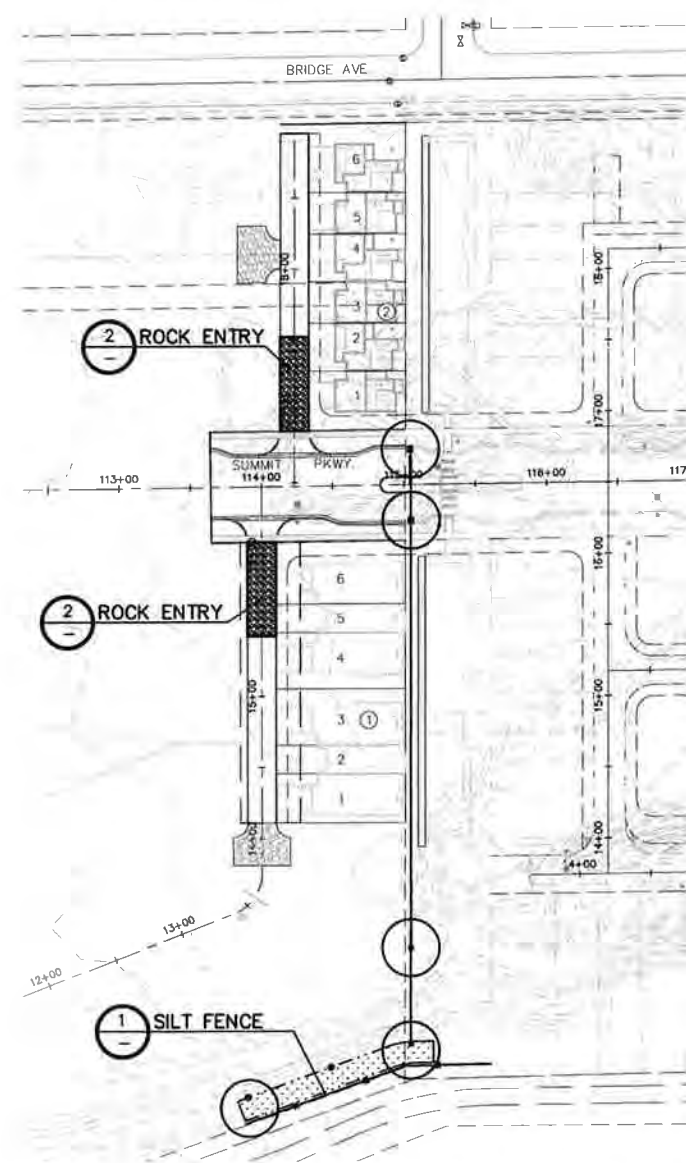
1. AN EROSION/SEDIMENT CONTROL (ESC) PLAN IS REQUIRED FOR THIS PROJECT. IMPLEMENTATION OF THE ESC PLAN, AND CONSTRUCTION, MAINTENANCE, AND UPGRADING OF THE ESC FACILITIES ARE THE RESPONSIBILITY OF THE DEVELOPER UNTIL ALL CONSTRUCTION IS COMPLETED AND ACCEPTED BY CITY OF SPOKANE, OR UNTIL VEGETATION IS ESTABLISHED THROUGHOUT THE SITE, AND ACCEPTED BY CITY OF SPOKANE, WHICHEVER IS LATER.
2. APPROVAL OF THE ESC PLAN DOES NOT CONSTITUTE APPROVAL OF ANY OF THE PROPOSED ROAD, STORM DRAINAGE, GRADING OR UTILITY DESIGN ELEMENTS SHOWN ON THE ESC PLAN.
3. THE EROSION/SEDIMENT CONTROL MEASURES SHOWN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. THE CONTRACTOR SHALL INSPECT AND MAINTAIN THESE ESC MEASURES DAILY, AND SHALL MAINTAIN AND UPGRADE THESE MEASURES AS NECESSARY TO PREVENT SEDIMENT-LADEN WATER FROM EITHER FLOWING OFF SITE, OR INTO NEW/EXISTING STORM DRAINAGE FACILITIES, SUCH AS DRYWELLS, CULVERTS, OR GRAVEL GALLERIES.
4. GEOTEXTILE FABRIC IS TO BE PLACED ON THE RIMS OF DRYWELLS, CATCH BASINS AND INLETS UNTIL SUCH TIME THAT THE VEGETATION ON THE SITE IS ESTABLISHED AND THE THREAT OF SEDIMENT DEPOSITION INTO THE DRAINAGE SYSTEM IS MITIGATED.
5. THE SILT FENCES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO OTHER SITE WORK, AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ROCK CONSTRUCTION ENTRIES AT ANY AND ALL LOCATIONS USED TO ENTER OR EXIT THE PROJECT SITE. **SEE DETAIL 2**
7. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNATING A LOCATION WHERE CONCRETE TRUCKS AND EQUIPMENT CAN BE WASHED OUT, NOT LOCATED NEAR OR DRAINING INTO A STORM DRAINAGE AREA.
8. DESCRIPTION OF ESC MEASURES: USE OF SILT FENCES AND ROCK CONSTRUCTION ENTRANCES ALL ESC MEASURES MENTIONED ABOVE ARE TEMPORARY AND WILL BE REMOVED AFTER YARDS ARE LANDSCAPED.
9. ANY DISTURBED AREAS, WHICH WOULD BE LEFT BARE FOR MORE THAN 7 DAYS AND ARE NOT INTENDED TO BE REWORKED WITHIN 30-45 DAYS SHALL BE SEEDED WITH A FAST STARTING NATIVE DRYLAND GRASS SUCH AS ANNUAL RYE, OR APPROVED EQUAL, AT A RATE OF 60 lbs/ACRE

**MAINTENANCE**

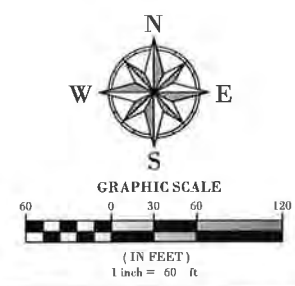
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF THE TEMPORARY ESC MEASURES.
2. SEDIMENT BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RUNOFF-PRODUCING RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
3. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF FILTER FABRIC SHALL BE ACCOMPLISHED PROMPTLY.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RUNOFF-PRODUCING RAINFALL. DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY 1/2 THE HEIGHT OF THE BARRIER.
5. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE ESC STRUCTURE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
6. ALL TEMPORARY AND PERMANENT ESC PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
7. ALL TEMPORARY ESC MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY BMP'S ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DIRT, MUD AND OTHER CONSTRUCTION DEBRIS WHICH MAY ACCUMULATE ON PAVED STREETS ADJACENT TO THE SITE AS A RESULT OF CONSTRUCTION ACTIVITY. CLEANING SHALL BE ON AN "AS NEEDED" BASIS USING WATER UNDER PRESSURE. SWEEPING AND WATER SHALL BE USED WHEN WATER PRESSURE ALONE WILL NOT WASH THE CONSTRUCTION DEBRIS FROM THE STREET.
9. ON-SITE DUST CONTROL SHALL BE ACCOMPLISHED BY USING WATER. APPLICATIONS OF WATER MAY BE REQUIRED SEVERAL TIMES PER DAY DURING CONSTRUCTION ACTIVITY.



UNDERGROUND SERVICE ALERT  
ONE-CALL NUMBER  
**456-8000**  
CALL TWO BUSINESS DAYS BEFORE YOU DIG



- LEGEND**
- STORM DRAINAGE POND - NO CONCRETE TRUCK WASHOUT. SEE GENERAL NOTES 4 AND 7.
  - STORM DRAINAGE STRUCTURE - NO CONCRETE TRUCK WASHOUT. SEE GENERAL NOTES 4 AND 7.
  - SILT FENCE. SEE DETAIL 1 AND GENERAL NOTE 5.
  - ROCK CONSTRUCTION ENTRY. SEE DETAIL 2 AND GENERAL NOTE 6.



CITY OF SPOKANE DEVELOPMENT SERVICE CENTER DEPARTMENT  
**-CONSTRUCTION PLANS-**  
DATE PLANS ACCEPTED: March 3, 2022  
AS-BUILD OF THIS PLAN AND CONSTRUCTION INFORMATION ARE REQUIRED PRIOR TO CITY ACCEPTANCE OF IMPROVEMENTS OR PROJECT COMPLETION.  
\*NOTE: PLAN ACCEPTANCE ONLY FOR CONFORMANCE WITH CITY STANDARDS. PLAN DESIGN AND ACCURACY IS THE RESPONSIBILITY OF THE STAMPING ENGINEER.

7/7

BY		REVISIONS		DATE	AS BUILT	GRADE ORDINANCE LIST		LOCATION	WSDOT MONUMENT GP32395-172 A BRASS DISK IN SIDEWALK AT THE SE QUADRANT OF 2ND AVENUE AND OLYMPIA STREET	ELEVATION	1943.937	HORIZONTAL	1"=50'	VERTICAL	NONE	SCALE	NAVD88	BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	DATE	07/10/21	DRAWN	AVE	CHECKED	DJD	APPROVED	DJD	CITY OF SPOKANE, WASHINGTON DEPARTMENT OF ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 625-6300	SHEET LIMITS:	EROSION SHEET SEDIMENTATION/EROSION CONTROL PLAN	PROJECT LIMITS:	KENDALL YARDS 7TH ADDITION	TYPE OF IMPROVEMENT:	STORM	CITY PROJECT NUMBER:	2021565	CITY PLAN NUMBER:	DETAIL 2021565
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Exhibit C

**INITIAL PAYMENT DATE CERTIFICATE**

I, the undersigned, deliver this certificate to the City of Spokane, Washington (the "City"), pursuant to Section 2 of that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, 20\_\_ (the "Agreement"), among the City, North Gorge Residential Partners, LLC (the "Seller") and Greenstone Corporation (the "Guarantor"). On behalf of the Seller, I hereby certify the truth, accuracy and completeness of the following matters:

1. I am authorized by the Seller to provide these certifications on its behalf.
2. The Initial Payment Date is (June 15)(December 15), 20\_\_, which date is: (a) the June 15<sup>th</sup> or December 15<sup>th</sup>, whichever occurs first, occurring immediately after the Seller provides the City's Chief Financial Officer with this certificate, and (b) not be sooner than five business days after the City's Chief Financial Officer has been provided this certificate.
3. The Seller has not assigned all or any part of its rights under the Agreement or under the Amended and Restated Reimbursement dated \_\_\_\_\_, 2011, between the City and the Seller.
4. Neither the Seller nor the Guarantor have failed to pay any amounts required to have been paid by it under the Agreement prior to the date hereof.
5. All of the representations and warranties of the Seller in Section 8 of the Agreement are true and correct in all material respects as of date hereof as if made thereon.
6. This certificate is made on the date hereof to induce the City to commence paying installments of the Purchase Price pursuant to Section 2 of the Agreement.

Capitalized words and phrases not otherwise defined herein shall have the respective meanings ascribed to such words and phrases in the Agreement

Dated as of \_\_\_\_\_, 20\_\_.

NORTH GORGE RESIDENTIAL PARTNERS,  
LLC

By: JMF Management, LLC, its manager

---

James F. Frank, Manager





Exhibit E

**INVOICES AND RECEIPTS**



Cole Concrete, LLC  
P.O. Box 454  
Nine Mile Falls WA 99026

# INVOICE

Invoice#: 2830  
Date: 11/18/2023

License: COLECCL864JZ

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Rip Rap Pad	EA	1	450.00	450.00
4" Sidewalk	SF	1,840	4.25	7,820.00

8-407000 / 9-0152

*Thank you for your business!*

Non-Taxable Amount:	8,270.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>8,270.00</b>



Cole Concrete, LLC  
 P.O. Box 454  
 Nine Mile Falls WA 99026

**INVOICE**

Invoice#: 2015  
 Date: 10/23/2023

License: COLECCL864JZ

**BILLED TO:** Greenstone Corporation  
 1421 N. Meadowwood Ln. Ste 20  
 Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Handset Curb and Gutter	LF	195	32.00	6,240.00
Standard Curb	LF	60	32.00	1,920.00
8" Approach and Sidewalk w/Curb Walls	EA	2	5,950.00	11,900.00

8-407000 / 9-0151 → \$8,160  
 9-0152 → \$11,900

Non-Taxable Amount:	20,060.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>20,060.00</b>

*Thank you for your business!*



**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 14967  
Date: 11/21/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Sidewalk Subgrade	SF	1,165	0.72	838.80
Rock Under Sidewalk	SF	1,165	1.15	1,339.75
Access Road-Truck Turnaround	SF	2,099	1.15	2,413.85
Driveway Approaches	SF	1,027	1.87	1,920.49

8407000/9-0110

Non-Taxable Amount:	6,512.89
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>6,512.89</b>

*Thank you for your business!*



Continental Contractors, Inc.  
P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

# INVOICE

Invoice#: 14939

Date: 10/23/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Fine Grade	SF	59,410	0.41	24,358.10
Curb Grade	LF	296	3.30	976.80
Rock Under Curb	LF	296	3.25	962.00
Mobilization	LS	1	9,804.00	9,804.00

8-407000 / 9-0110

Non-Taxable Amount:	0.00
Taxable Amount:	36,100.90
Sales Tax:	3,249.08
<b>Amount Due</b>	<b>39,349.98</b>

*Thank you for your business!*



**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 15018  
Date: 04/25/2024

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Mass Grade and Re-compact Unsuitable in Right of Way	LS	1	22,392.00	22,392.00

*8-40700/90110*

*Thank you for your business!*

Non-Taxable Amount:	0.00
Taxable Amount:	22,392.00
Sales Tax:	2,015.28
<b>Amount Due</b>	<b>24,407.28</b>





**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 14986  
Date: 12/31/2023

License: CONTIC044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Mass Grade <i>ROW</i>				
325 Excavator	HR	2	153.00	306.00
Mini Excavator	HR	2	115.00	230.00
D6 Dozer	HR	14	188.00	2,632.00
Skip Loader	HR	8	120.00	960.00
Foreman	HR	4	70.00	280.00
Labor	HR	10	65.00	650.00

*8-407000  
9-0110*

Non-Taxable Amount:	0.00
Taxable Amount:	5,058.00
Sales Tax:	455.22
<b>Amount Due</b>	<b>5,513.22</b>

*Thank you for your business!*



Black Diamond Asphalt Paving LLC  
 PO Box 3586  
 Spokane, WA 99220  
 +1 5092024342  
 office@bdasphaltpaving.com

# INVOICE

**BILL TO**

Ben Scandalis  
 Greenstone Corporation  
 1421 N Meadowwood Ln. Ste 20  
 Liberty Lake, WA 99019

INVOICE # 3045  
 DATE 10/23/2023  
 DUE DATE 11/01/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Mobilization to 2501 W BRIDGE AVE (Per Each) Kendall Yards 7TH Addition	1	1,400.00	1,400.00T
	Paving: Pave and compact 3" HMA CL 1/2" PG 64-28 8,030 SF per civil plans - Alley	8,030	2.40	19,272.00T
	Grading: Supply, grade and compact 6" CSTC to support asphalt section. 8,030 SF per civil plans - Alley	8,030	1.60	12,848.00T
	Paving: Pave and compact 5" HMA CL 1/2" PG 64-28 One 3" base lift and a 2" wear course lift 6,256 SF per civil plans - Summit Parkway	6,256	4.00	25,024.00T
	Grading: Supply, grade and compact 7" CSTC to support asphalt section. 6,256 SF per civil plans - Summit Parkway	6,256	2.90	18,142.40T
	Weed kill grade 10/23	1	770.00	770.00T
	Subgrade preparation by others ready for placement of CSTC. Use tax applied to material pricing for Summit Parkway and Alley. Prevailing wages apply. Final billing will be for actual area paved.			

SUBTOTAL 77,456.40  
 TAX (0%) 0.00  
 TOTAL 77,456.40  
**BALANCE DUE \$77,456.40**

*8407000 / a-0150*

Pricing subject to review after 30 days from bid date. Black Diamond Asphalt Paving, LLC is not responsible for subgrade failures and/or any damages or additional costs incurred due to such failures. Due to frequent price fluctuations for paving grade liquid asphalts, Black Diamond Asphalt Paving, LLC reserves the right to increase contract price due to supply price increases.

**Intermountain Materials Testing**

PO Box 2801  
Pasco, WA 99302-2801

**Invoice**

Date	Invoice #
9/30/2023	16203

<b>Bill To</b>
Greenstone Homes Attn: Accounts Payable 1421 N Meadowwood Ln, Ste 200 Liberty Lake, WA 99019

P.O. #	Terms
	Due on receipt
Project	
M23710 Kendall Yards 7th Addition	

Date	Description	Quantity	Rate	Amount
9/1/2023	Geotechnical Engineer, per hr	2	150.00	300.00
	Vehicle Mileage, per mile	19	0.75	14.25
9/3/2023	Project Manager, per hour	1	100.00	100.00
9/7/2023	Earthwork/Compaction Testing or Observation, per hour	11	75.00	825.00
	Overtime, per hour	3	37.50	112.50
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	19	0.75	14.25
9/8/2023	Earthwork/Compaction Testing or Observation, per hour	6	75.00	450.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
9/10/2023	Project Manager, per hour	1	100.00	100.00
	Sales Tax		8.10%	0.00

*8-407000/9-2000*

Thank you for the opportunity. Please contact us if you have questions or need more information.	Pasco Office Ph #	(509) 545-9217	<b>Total This Invoice</b>	\$2,024.50
	Spokane Office Ph #	(509) 474-9764		

RFK Land Surveying  
 1420 West Garland Avenue  
 Spokane, WA 99205

# Invoice

<b>Bill To</b>
Greenstone Corporation 1421 N. Meadowwood Dr. Liberty Lake, WA 99019 Attn.: Beth Patrick

<b>Date</b>	<b>Invoice #</b>
10/25/2023	4091

<b>Job No.</b>	<b>Terms</b>
21-213 KY 7th Add.	Net 15

Serviced	Item	Description	Amount
<del>9/22/2023</del>	<del>Calculations</del>	<del>Utility Crossings</del>	<del>100.00</del>
10/6/2023	Calculations	EP	150.00
10/10/2023	Staking	Curb	990.00
<del>10/9/2023</del>	<del>Draft</del>	<del>Plat</del>	<del>125.00</del>
		8-407000 / 9-0103 \$1240.00 9-0101 → \$125.00	
		OCT 25 2023	
<b>Total</b>			\$1,365.00
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$1,365.00

RFK Land Surveying  
 1420 West Garland Avenue  
 Spokane, WA 99205

NOV 27 2023

# Invoice



<b>Bill To</b>
Greenstone Corporation 1421 N. Meadowwood Dr. Liberty Lake, WA 99019 Attn.: Beth Patrick

<b>Date</b>	<b>Invoice #</b>
11/20/2023	4130

<b>Job No.</b>	<b>Terms</b>
21-213 KY 7th Add.	Net 15

Serviced	Item	Description	Amount
<del>11/2/2023</del>	<del>Draft</del>	<del>Draft Plat</del>	<del>375.00</del>
<del>11/17/2023</del>	<del>Calculations</del>	<del>Property Corner Offsets</del>	<del>50.00</del>
<del>11/16/2023</del>	<del>Calculations</del>	<del>Utility Structures</del>	<del>50.00</del>
11/20/2023	Staking	Utilities & CL Mons	742.50
8-407000 9-0103			
<b>Total</b>			\$1,217.50
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$1,217.50



**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 14941

Date: 10/23/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description - <i>STORM</i>	Unit	Quantity	Price	Amount
18" Ductile Iron	LF	366	150.70	55,156.20
12" Ductile Iron	LF	50	82.60	4,130.00
City Spokane Type I Catch Basin	EA	2	3,405.60	6,811.20
Storm Manhole	EA	1	4,347.00	4,347.00

*8-467000 / 9-0120*

Non-Taxable Amount:	70,444.40
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>70,444.40</b>

*Thank you for your business!*



**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 14968

Date: 11/21/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
Trash Rack	EA	1	778.00	778.00
Water Service Sleeve	EA	1	4,206.00	4,206.00
Drywell Type B	EA	2	4,037.00	8,074.00
Ponds, 208 Swales	SF	2,127	1.44	3,062.88
Storm Soil	CY	120	46.44	5,572.80

8-407000/9-0120

Non-Taxable Amount:	21,693.68
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>21,693.68</b>

*Thank you for your business!*





Continental Contractors, Inc.  
P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

# INVOICE

Invoice#: 14904  
Date: 08/23/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
10" Sewer	LF	330	102.50	33,825.00
8" Sewer	LF	308	94.00	28,952.00
54" Sewer Manhole	EA	4	10,194.00	40,776.00
48" Sewer Manhole	EA	2	5,131.00	10,262.00
4" Sewer Service	EA	12	1,263.00	15,156.00

*8-40700 / a-a30*

Non-Taxable Amount:	0.00
Taxable Amount:	128,971.00
Sales Tax:	11,607.39
<b>Amount Due</b>	<b>140,578.39</b>

*Thank you for your business!*



**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 14954  
Date: 10/25/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description - <i>CONSTRUCTION FENCING</i>	Unit	Quantity	Price	Amount
Temporary Fence Rental August	LF	500	0.70	350.00
Temporary Fence Rental September	LF	500	0.70	350.00
Temporary Fence Rental October	LF	500	0.70	350.00
Install and Maintain				
Foreman	HR	5	70.00	350.00
Labor	HR	9	65.00	585.00

*8-407000*

*19-0165*

Non-Taxable Amount:	0.00
Taxable Amount:	1,985.00
Sales Tax:	178.65
<b>Amount Due</b>	<b>2,163.65</b>

*Thank you for your business!*

RFK Land Surveying  
 1420 West Garland Avenue  
 Spokane, WA 99205

# Invoice



<b>Bill To</b>
Greenstone Corporation 1421 N. Meadowwood Dr. Liberty Lake, WA 99019 Attn.: Beth Patrick

<b>Date</b>	<b>Invoice #</b>
8/22/2023	4055

<b>Job No.</b>	<b>Terms</b>
21-213 KY 7th Add.	Net 15

Serviced	Item	Description	Amount
7/26/2023	Calculations Staking	Sewer Sewer	150.00 825.00
8/21/2023	Staking	Sewer	742.50
8/22/2023	<del>Draft</del>	<del>Plat</del>	375.00
		AUG 24 2023	
		8-407000/a-0103	

<b>Total</b>	\$2,092.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,092.50

**Intermountain Materials Testing**

PO Box 2801  
Pasco, WA 99302-2801

**Invoice**

Date	Invoice #
8/31/2023	16077

<b>Bill To</b>
Grecnstone Homes Attn: Accounts Payable 1421 N Meadowwood Ln, Ste 200 Liberty Lake, WA 99019

P.O. #	Terms
	Due on receipt
Project	
M23710 Kendall Yards 7th Addition	

Date	Description	Quantity	Rate	Amount
8/21/2023	Earthwork/Compaction Testing or Observation, per hour	1.5	75.00	112.50
	Maximum Density/Optimum Moisture, per test	1	150.00	150.00
	Vehicle Mileage, per mile	19	0.75	14.25
8/22/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	19	0.75	14.25
8/23/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
8/24/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
8/25/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
8/27/2023	Project Manager, per hour	1	100.00	100.00
8/28/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
8/29/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Maximum Density/Optimum Moisture, per test	1	150.00	150.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
8/30/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	38	0.75	28.50
8/31/2023	Earthwork/Compaction Testing or Observation, per hour	3	75.00	225.00
	Nuclear Densometer, per day	1	40.00	40.00
	Vehicle Mileage, per mile	19	0.75	14.25
	Project Manager, per hour	1	100.00	100.00
	Sales Tax		8.10%	0.00

Thank you for the opportunity. Please contact us if you have questions or need more information.	Pasco Office Ph #	(509) 545-9217	<b>Total This Invoice</b>	\$2,946.25
	Spokane Office Ph #	(509) 474-9764		

8-407000 / a-0200



**Continental Contractors, Inc.**

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

**INVOICE**

Invoice#: 14928

Date: 09/22/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
12" Ductile Iron	LF	353	134.15	47,354.95
8" Ductile Iron	LF	186	104.65	19,464.90
2" Water Service-Ditch Only	EA	3	774.00	2,322.00
2" Tap Fees	EA	3	1,621.55	4,864.65
Blow Off Assembly	EA	3	1,970.45	5,911.35
Fire Hydrant	EA	1	8,425.25	8,425.25

8-407 000 / 9-0140

Non-Taxable Amount:	0.00
Taxable Amount:	88,343.10
Sales Tax:	7,950.88
<b>Amount Due</b>	<b>96,293.98</b>

*Thank you for your business!*



Continental Contractors, Inc.

P.O. Box 454  
Nine Mile Falls, WA 99026  
(509) 276-3402

INVOICE

Invoice#: 14940

Date: 10/23/2023

License: CONTIC1044NH

**BILLED TO:** Greenstone Corporation  
1421 N. Meadowwood Ln. Ste 20  
Liberty Lake, WA 99019

**TERMS:** 10TH

**PROJECT:** Kendall Yards 7th

Description	Unit	Quantity	Price	Amount
City Spokane Water Tie In Fee	LS	1	2,022.37	2,022.37
Sewer Permit	LS	1	685.71	685.71
Sewer Vac Service Fee	LS	1	1,432.86	1,432.86
Management Labor	EA	6	50.00	300.00

8-407000  
 9-0140 → \$2367.88  
 9-0130 → 2472.74

Non-Taxable Amount:	0.00
Taxable Amount:	4,440.94
Sales Tax:	399.68
<b>Amount Due</b>	<b>4,840.62</b>

*Thank you for your business!*

RFK Land Surveying  
 1420 West Garland Avenue  
 Spokane, WA 99205

# Invoice



Bill To
Greenstone Corporation 1421 N. Meadowwood Dr. Liberty Lake, WA 99019 Attn.: Beth Patrick

Date	Invoice #
9/21/2023	4076

Job No.	Terms
21-213 KY 7th Add.	Net 15

Serviced	Item	Description	Amount
	<del>Platting</del>	<del>Draft Plat 8/24/2023 through 8/29/2023</del>	<del>937.50</del>
8/28/2023	Calculations	H2O	150.00
8/30/2023	Calculations	Curb	100.00
9/1/2023	Staking	H2O	577.50
9/7/2023	Calculations	Storm	100.00
9/8/2023	Staking	Storm & H2O	437.50
8-407000/9-0103 → \$1,365.00 / 9-0101 → \$937.50			
OCT 25 2023			
<b>If payment has been made, please disregard this notice.</b>			
		<b>Total</b>	\$2,302.50
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$2,302.50



**City of Spokane**  
**Receipt**  
 Receipt Number: 1073135



Development Services Center  
 808 W Spokane Falls Blvd  
 Spokane, WA 99201  
 Phone: (509) 625-6300  
 Fax: (509) 625-6124  
 my.spokanecity.org

<b>Site Information:</b>	Date Issued:	03/03/2022
Parcel #: 25133.1101	Permit Type:	Private Development
Address: 2501 W BRIDGE AVE, SPOKANE, WA	Parent Permit :	
Permit #: P2105806PDEV	Processed By:	PUB

**Applicant:**

GREENSTONE  
 1421 N MEADOWWOOD LN  
 LIBERTY LAKE, WA 99019

509-868-9374

**Description of Work:** Kendall Yards 7th Addition

Fee Item	Quantity	Units	Amount
Inspection Fees for Sewer	548	1	\$548.00
Inspection Fees for Water	691	1	\$691.00
Inspection Fees for Streets	2359	1	\$2,359.00
Inspection Fees for Storm Sewer	453	1	\$453.00
Plan Review Fees For Sewer	309	1	\$309.00
Plan Review fees for Water	390	1	\$390.00
Plan Review fees for Streets	1331	1	\$1,331.00
Plan Review fees for Storm Sewer	255	1	\$255.00
<b>Total Fees:</b>			<b>\$6,336.00</b>

Payments:	Payment Comment:	Date Paid:	Cashier:	Ref #:	Amount:
Credit Card		09/28/2021	PUB		\$2,285.00
	Payor: Nikki Nesson				
Credit Card		03/03/2022	PUB		\$4,051.00
	Payor: Nikki Nesson				

**Estimated Balance Due: \$0.00**

**This Is Not A Permit**

# City of Spokane Receipt

Receipt Number: 1056225



Development Services Center  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6300  
Fax: (509) 625-6124  
my.spokanecity.org

<b>Site Information:</b>	Date Issued:	09/28/2021
Parcel #: 25133.1101	Permit Type:	Private Development
Address: 2501 W BRIDGE AVE, SPOKANE, WA	Parent Permit :	
Permit #: P2105806PDEV	Processed By:	PUB

**Applicant:**

GREENSTONE  
1421 N MEADOWWOOD LN  
LIBERTY LAKE, WA 99019

509-868-9374

**Description of Work:** Kendall Yards 7th Addition

Fee Item	Quantity	Units	Amount
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Plan Review fees for Streets	1331	1	\$1,331.00
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<b>Total Fees:</b>			<b>\$2,285.00</b>

Payments:	Payment Comment:	Date Paid:	Cashier:	Ref #:	Amount:
Credit Card		09/28/2021	PUB		\$2,285.00
Payor: Nikki Nesson					

**Estimated Balance Due: \$0.00**

# This Is Not A Permit

**Jesse Emel**

# INVOICE

4201 S. Red Rock St  
Gilbert, Az 85297  
602-763-6381

INVOICE # 2021-010  
DATE: 07-06-2021

**TO:**  
Ben Scandalis  
Greenstone Corp.  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, Wa, 99019  
509-458-5860

*8-407000  
9-0102*

**DESCRIPTION OF WORK**

Kendall Yards 7<sup>th</sup> Addition Street, Sewer and Water Plans

HOURS	DESCRIPTION	UNIT PRICE	TOTAL
N/A	Prepared Kendall Yards 7 <sup>th</sup> Addition Street, Sewer and Water Plan Sets. Storm Drainage Calculations Spreadsheet, Hydraflow model of Proposed Storm Drainage System. 1 <sup>st</sup> Draft of Plan Set and Design Drawings to Douglas For Review. Project Budget Billed at 83.3%	Lump Sum	\$5000.00
<b>SUBTOTAL</b>			<b>\$5000.00</b>
SALES TAX			\$0.00
SHIPPING & HANDLING			\$0.00
<b>TOTAL DUE</b>			<b>\$5000.00</b>

Make all checks payable to Jesse Emel  
If you have any questions concerning this invoice, contact Jesse Emel, 602-763-6381, jesse\_emel@yahoo.com

**THANK YOU FOR YOUR BUSINESS!**

**Jesse Emel**

# INVOICE

4201 S. Red Rock St  
Gilbert, Az 85297  
602-763-6381

INVOICE # 2021-013  
DATE: 11-22-2021

**TO:**  
Ben Scandalis  
Greenstone Corp.  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, Wa, 99019  
509-458-5860

**DESCRIPTION OF WORK**

Kendall Yards 7<sup>th</sup> Addition Street, Sewer and Water Plan Revisions Per City of Spokane Comments

HOURS	DESCRIPTION	UNIT PRICE	TOTAL
N/A	Revised Kendall Yards 7 <sup>th</sup> Addition base drawings and plan set per City of Spokane review comments and discussions with Doug. Billed the remainder of the contract amount.	Lump Sum	\$1,000.00

8-407000  
9-0102

<b>SUBTOTAL</b>	<b>\$1,000.00</b>
SALES TAX	\$0.00
SHIPPING & HANDLING	\$0.00
<b>TOTAL DUE</b>	<b>\$1,000.00</b>

Make all checks payable to Jesse Emel  
If you have any questions concerning this invoice, contact Jesse Emel, 602-763-6381, [jesse\\_emel@yahoo.com](mailto:jesse_emel@yahoo.com)

**THANK YOU FOR YOUR BUSINESS!**



**Greenstone Management, LLC  
1421 N. Meadowwood Lane, #200  
Liberty Lake, WA 99019  
(509) 458-5860 FAX (509) 458-5862**

May 20, 2024

North Gorge Residential Partners, LLC  
1421 N. Meadowwood Ln., Suite 200  
Liberty Lake, WA 99019

**Invoice #0407.0**

**Kendall Yards 7<sup>th</sup> Addition**

**Project # G-0407**

<u>Description</u>	<u>Total</u>
Engineering Fee <i>Scope: Street, Storm Water, Sewer &amp; Water Design.</i>	\$33,550.00

*g-407000 / a-0102*

Please Remit Payment to:

Greenstone Management, LLC.

1421 N Meadowwood Ln # 200

Liberty Lake, WA 99019

**Greenstone Management, LLC  
1421 N. Meadowwood Lane, #200  
Liberty Lake, WA 99019  
(509) 458-5860 FAX (509) 458-5862**

May 20, 2024

North Gorge Residential Partners, LLC  
1421 N. Meadowwood Ln., Suite 200  
Liberty Lake, WA 99019

<b>Invoice #0407.1</b>	<b>Kendall Yards 7<sup>th</sup> Addition</b>
------------------------	--

**Project # 8-407000**

<u>Description</u>	<u>Total</u>
Project Management fee	\$30,000.00

*8-407000 / 90350*

Please Remit Payment to:

Greenstone Management, LLC.

1421 N Meadowwood Ln # 200

Liberty Lake, WA 99019



**EXHIBIT “D”  
FORM OF PAYMENT OBLIGATION**

STATE OF WASHINGTON  
CITY OF SPOKANE  
WEST QUADRANT INCREMENT AREA PAYMENT OBLIGATION

Interest Rate: \_\_\_\_\_%

Maturity Date: December 31, 2032

Holder: NORTH GORGE RESIDENTIAL PARTNERS, LLC

The CITY OF SPOKANE, WASHINGTON (the “City”), a municipal corporation of the state of Washington, promises to pay to the Holder and any Permitted Assignee the outstanding principal amount set forth from time to time on the Payment Obligation Schedule attached hereto and to pay interest (computed on the basis of a 365/366-day year, actual days elapsed) thereon from the date hereof at the Interest Rate *per annum* as set forth above, payable on each June 15 and December 15 (or, if such day is not a business day, then on the first business day thereafter) to the maturity of this Payment Obligation (each, an “Interest Payment Date”), commencing with the June 15 or December 15 first occurring after the date on which the first Approval Notice is delivered by the City to the Holder pursuant to Section 4.03 of the Kendall Yards Sub-Area Improvements Agreement (Amended and Restated Reimbursement Agreement), dated the \_\_\_ day of \_\_\_\_\_, 2011 between the City and North Gorge Residential Partners, LLC (the “TIF Agreement”); *provided, however*, interest on this Payment Obligation shall be payable only to the extent Pledged Tax Allocation Revenues are available on Interest Payment Date and shall not be compounded to the extent not paid. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the TIF Agreement, as the same may be amended from time to time.

The City shall redeem the principal of this Payment Obligation on each Interest Payment Date to the extent Pledged Tax Allocation Revenues are available under the TIF Agreement on such date in an amount greater than the accrued interest on this Payment Obligation that is due and is payable on such date. The principal amount of this Payment Obligation shall be established in accordance with Section 4.01(a) of the TIF Agreement pursuant to the delivery of Approval Notices by the City, with the principal amount identified in each Approval Notice recorded on the Payment Obligation Schedule; *provided, however* that any inadvertent failure to include an amount on the Payment Obligation Schedule shall not affect on the amount of this Payment Obligation.

The Pledged Tax Allocation Revenues have been pledged by the City in the TIF Agreement for the payment of this Payment Obligation, subject to the limitations and priorities specified in the TIF Agreement.

THE CITY’S OBLIGATIONS TO PAY THE PRINCIPAL OF THIS PAYMENT OBLIGATION AND ALL ACCRUED INTEREST HEREON SHALL EXPIRE, WITHOUT RECOURSE AGAINST THE CITY, AT MIDNIGHT ON THE MATURITY DATE, UNLESS THE CITY IS IN DEFAULT OF ITS OBLIGATIONS UNDER THE TIF AGREEMENT OR THIS PAYMENT OBLIGATION AS OF THE MATURITY DATE.

Both principal of and interest on this Payment Obligation are payable in lawful money of the United States of America to the Holder at the address Holder provided in writing by the Holder to the City Treasurer, and shall be paid by check of the City, or by wire transfer to the account identified by the Holder in writing.

THIS PAYMENT OBLIGATION IS A SPECIAL, LIMITED AND CONTINGENT OBLIGATION OF THE CITY PAYABLE ONLY FROM PLEDGED TAX ALLOCATION REVENUES. THIS PAYMENT OBLIGATION IS NOT AN OBLIGATION OF STATE OF WASHINGTON OR ANY OTHER POLITICAL SUBDIVISION THEREOF OTHER THAN THE CITY. THIS PAYMENT OBLIGATION DOES NOT CONSTITUTE A CHARGE UPON ANY FUND (EXCEPT THE KENDALL YARDS SUB-AREA FUND) OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY, THE STATE OF WASHINGTON, OR ANY OTHER POLITICAL SUBDIVISION THEREOF NOT SPECIFICALLY PLEDGED TO THE PAYMENT HEREOF. THE CITY'S FULL FAITH, CREDIT AND RESOURCES ARE NOT PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS PAYMENT OBLIGATION. THIS PAYMENT OBLIGATION DOES NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION, STATUTORY OR CHARTER DEBT LIMITATIONS OR RESTRICTIONS, INCLUDING WITHOUT LIMITATION: ARTICLE VIII, SECTION 6 OF THE WASHINGTON CONSTITUTION; CHAPTER 39.36 RCW; AND SECTION 85 OF THE CITY CHARTER.

This Payment Obligation may be transferred by the Holder to a Permitted Assignee at the office of the City Treasurer upon surrender and cancellation of this Payment Obligation in the accordance with Section 9.02 of the TIF Agreement. Upon such transfer, a new Payment Obligation in the principal amount of the then-unpaid principal amount hereof will be issued to the new Holder, without charge, in exchange thereof. Transfer shall be subject to the limitations of Section 9.02 of the TIF Agreement and conditioned on the City's receipt from the transferee of a Certificate in the form attached hereto as Attachment A.

It is certified that all acts, conditions and things required to be done precedent to and in the issuance of this Payment Obligation have been done, have happened and have been performed as required by law.

IN WITNESS WHEREOF, the City has caused this Payment Obligation to be executed on behalf of the City by the signatures of its Mayor and City Clerk, and to be imprinted, stamped or impressed with the official seal of the City, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

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

ATTEST:

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

Approved as to form:

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

PAYMENT OBLIGATION SCHEDULE

Date of Approval Notice	Amount Approved by Approval Notice	Aggregate Principal Payments Made to Holder*	Outstanding Principal Amount of Payment Obligation*	Interest Rate

\* As of the date of the respective Approval Notice listed in the far left column.

ATTACHMENT A

CERTIFICATE OF TRANSFEREE

In connection with the transfer of the West Quadrant Increment Area Payment Obligation (the "Payment Obligation"), in the principal amount of \$\_\_\_\_\_ of the City of Spokane, Washington to the undersigned transferee (the "Transferee"), the Transferee hereby acknowledges and represents that it has reviewed the TIF Agreement and acknowledges that the source of payment of the Payment Obligation is limited to and contingent upon the City's receipt of Pledged Tax Allocation Revenues (as defined in the TIF Agreement) and, as a result, that repayment of all principal of and interest on the Payment Obligation is not guaranteed. Further, the Transferee acknowledges that no credit rating for the Payment Obligation has been requested or is available from a nationally recognized credit rating agency; if the Transferee attempts to transfer the Payment Obligation, there may not be available sufficient business and financial information about the Payment Obligation of a type required by any purchaser; no trading market now exists or is expected to exist for the Payment Obligation; and the Transferee will bear the risks of investment in the Payment Obligation until its maturity. All transfers of this Payment Obligation shall be subject to Section 9.02 of the TIF Agreement.

Dated: \_\_\_\_\_, 20\_\_.

[Name of Transferee]

By: \_\_\_\_\_  
Name:  
Title:

## PURCHASE AND SALE AGREEMENT

### Kendall Yards 7th Addition Tendered Improvements

This PURCHASE AND SALE AGREEMENT, dated as of October 29, 2024 (this “Agreement”), is by and among the CITY OF SPOKANE, WASHINGTON, a Washington municipal corporation and first-class charter city (the “City”), NORTH GORGE RESIDENTIAL PARTNERS, LLC, a Washington limited liability company (the “Seller”), and GREENSTONE CORPORATION, a Washington corporation (the “Guarantor”).

#### RECITALS:

WHEREAS, pursuant to Ordinance No. C-34032, enacted on May 14, 2007 (the “Formation Ordinance”), the City established an increment area pursuant to chapter 39.89 RCW (the “Increment Area”) to encourage private development and to provide for the acquisition, construction and installation of certain public improvements within the Increment Area;

WHEREAS, the Formation Ordinance delineates certain public improvements (the “Kendall Yards Sub-Area Improvements”) to be acquired within the Kendall Yards Sub-Area of the Increment Area (the “Kendall Yards Sub-Area”);

WHEREAS, the Seller has received preliminary approval (the “Approval”) of a plat and planned unit development to be developed by the Seller within the boundaries of the Kendall Yards Sub-Area (the “Project”);

WHEREAS, the Seller is preparing to finalize a portion the Project referred to as Kendall Yards 7th Addition (the “Plat”);

WHEREAS, in preparing to finalize the Plat, the Seller has completed certain Kendall Yards Sub-Area Improvements within the boundaries of the Plat, which, if acquired by the City, would constitute public improvements (the “Tendered Improvements,” as further defined in Section 1 of this Agreement);

WHEREAS, RCW 39.89.070 and Section 6 of the Formation Ordinance authorize the City to use the regular property tax revenue allocated to it pursuant to RCW 39.89.070(1)(b) to finance “public improvement costs,” including “the costs of . . . acquisition . . . of public improvements” (which “public improvements” may include Kendall Yards Sub-Area Improvements);

WHEREAS, the establishment and maintenance of public streets and appurtenances, waste water and storm water systems and other related improvements, such as the Tendered Improvements, are fundamental purposes of city government;

WHEREAS, pursuant to an Amended and Restated Reimbursement Agreement (the “TIF Agreement”) dated as of \_\_8/22\_\_, 2011, between the City and the Seller, the City and the Seller have provided methods by which Kendall Yard Sub-Area Public Improvements may be constructed, acquired and financed with “Incremental Revenues” (as defined in the Formation Ordinance and used herein) generated within the Kendall Yards Sub-Area, subject to receipt of such revenues and the satisfaction of the terms and conditions set forth in the TIF Agreement;

WHEREAS, pursuant to the TIF Agreement, the City has created and agreed to maintain the “Kendall Yards Fund” (as defined in the TIF Agreement and used herein), into which “Pledged Tax Allocation Revenues” (as defined in the TIF Agreement and used herein) will be deposited, which Pledged Tax Allocation Revenues have been pledged in the TIF Agreement for the purposes of paying certain costs, including amounts payable pursuant to this Agreement; and

WHEREAS, in exchange for the contingent promise of payments from the City, the Seller has offered to sell the City the Tendered Improvements, which improvements are located in the Plat, are owned by the Seller, and will become public improvements only upon the City’s acquisition thereof pursuant to this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and the Seller agree as follows:

1. Purchase and Sale. Upon the terms and conditions set forth herein, the City agrees to acquire from the Seller, and the Seller agrees to sell to the City the following improvements (collectively, the “Tendered Improvements”):

- (a) The improvements listed in Exhibit A attached hereto, which are located within the area reflected in the map attached hereto as Exhibit B; and
- (b) all of the Seller’s right, title and interest in and to all permits, licenses, approvals, studies, surveys, bonds, warranties, and other documents associated with the improvements listed in Section 1(a).

2. Purchase Price. The purchase price for the Tendered Improvements shall be Six Hundred, seven Thousand, three-hundred & twenty two and 57/100 Dollars (\$607,322.57) (such dollar amount, as the same may be reduced pursuant to Section 4(c) of this Agreement, is referred to herein as the “Purchase Price”). The Purchase Price will be paid by the City, together with interest thereon calculated at the rate of 0.1443% *per annum* from the date of Closing (computed on the basis of a 365/366-day year, actual days elapsed), payable semiannually on the fifteenth day of each June and December (or, if such day is not a business day, then on the first business day thereafter), commencing on the Initial Payment Date (as defined below), to the earlier of (a) the date the City has paid the Purchase Price and all accrued interest thereon, and (b) December 15, 2032. Notwithstanding the foregoing, the Purchase Price and interest accrued thereon will be payable only to the extent Pledged Tax Allocation Revenues are available to make such payment and all other payments required to be made from Pledged Tax Allocation Revenues on such date. Payments hereunder will be applied first to interest, then to the principal sum of the Purchase Price. Interest will not be compounded. For purposes of this Agreement, the phrase “Initial Payment Date” means the June 15 or December 15, (or, if such day is not a business day, then on the first business day thereafter) whichever occurs first, occurring immediately after the Seller provides the City’s Chief Financial Officer with a duly-executed certificate in the form attached as Exhibit C hereto (which payment date shall not be sooner than five business days after the City’s Chief Financial Officer is tendered such certificate).

The City’s obligation to pay the Purchase Price and interest accrued thereon shall expire, without recourse against the City, at midnight on December 15, 2032. The City will acquire the



Tendered Improvements at Closing notwithstanding the fact the Purchase Price and interest accrued thereon may never be paid in full.

The City's obligation to pay the Purchase Price and interest accrued thereon is a special, limited and contingent obligation of the City payable only from Pledged Tax Allocation Revenues in the Kendall Yards Fund, subject to the priority of payment specified in Section 3.03 of the TIF Agreement, and is not an obligation of the state of Washington or any other political subdivision thereof other than the City. This Agreement does not constitute a charge upon any fund (other than the Kendall Yards Fund) or upon any money (other than money in the Kendall Yards Fund) or other property of the City, the state of Washington, or any other political subdivision thereof. The City's full faith, credit and resources are not pledged for the payments specified in this Section.

The Seller and the City acknowledge that they have agreed in Section 3.03 of the TIF Agreement that payments from the Kendall Yards Fund are subject to priorities based on the purpose of payment, and that payments under this Agreement are subordinate in priority to other payments described in Section 3.03 of the TIF Agreement.

3. Closing; Closing Costs; Fees. Closing shall occur on February 28, 2025 (or the first business day thereafter that all of the conditions to Closing are satisfied). As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded, including without limitation the Plat. At Closing, the Seller shall pay: the costs of recording any documents to be recorded pursuant to this Agreement; any real estate transfer taxes; and any sales/use taxes on tangible personal property transferred to the City hereunder. Each party shall be responsible for its own legal, accounting and consultant fees.

4. Deliverables at Closing.

- (a) At Closing, the Seller shall deliver to the City's Chief Financial Officer, and file with the City Clerk a duplicate copy of, the following (collectively, the "Seller Deliverables"): (1) a conformed copy of the Plat recorded with the Spokane County Auditor reflecting a dedication to the City of the Tendered Improvements; (2) evidence that the Tendered Improvements have been completed to the City's satisfaction; (3) evidence that such Tendered Improvements have been accepted by the City; (4) lien waivers from contractors who performed work comprising the Tendered Improvements; (5) evidence from contractors or subcontractors, as applicable, that the construction, installation and equipping of the Tendered Improvements were undertaken in compliance with the prevailing wage requirements under chapter 39.12 RCW (applying such requirements as if the Tendered Improvements were a public work); (6) in the event any of the Tendered Improvements constitute personal property, a Bill of Sale in the form attached as Exhibit D hereto transferring such personal property to the City; (7) in the event any of the Tendered Improvements are incomplete at Closing, the Seller shall provide the City with one or more payment and performance bonds (with sureties reasonably acceptable to the City) guaranteeing completion of such Tendered Improvements (with the costs of completion valued as if such completion was undertaken by the City as a public work); (8) a final closing statement executed by the Seller; (9) all warranties and guarantees affecting any portion of the Tendered

Improvements; and (10) notice of any existing or threatened litigation affecting or relating to the Tendered Improvements and copies of any pleadings with respect to that litigation. At Closing, the City shall deliver to the Seller an executed counterpart of such closing statement.

- (b) The City may, in its sole discretion, acquire the Tendered Improvements from the Seller notwithstanding the fact the some or all of the Seller Deliverables have not been furnished as of the date of Closing in form or substance that is reasonably acceptable to the City. The Seller acknowledges, in particular, that the City's ability and obligation to pay the Purchase Price, or any portion thereof, allocable to any particular Tendered Improvement is subject to and contingent upon the City determining, in its sole discretion, that (1) such Tendered Improvement is a public improvement within the meaning of chapter 39.89 RCW and the Formation Ordinance, (2) such Tendered Improvement has been completed as of the date of Closing (or, if such Tendered Improvement is not complete, that no portion of the Purchase Price is allocable to the costs necessary to complete such Tendered Improvement), (3) the construction, installation and equipping of such Tendered Improvement were undertaken in compliance with the prevailing wage requirements under chapter 39.12 RCW (applying such requirements as if the Tendered Improvement was a public work), (4) all lien waivers have been obtained from contractors who performed work comprising the Tendered Improvement, and (5) the amount of the Purchase Price allocable to such Tendered Improvement does not exceed the dollar amount actually paid by the Seller (or its affiliates) to acquire, construct, install and equip the Tendered Improvement (without any allocation of costs for general overhead or land acquisition costs). The Seller will provide to the City, at the City's request, as soon as possible (but in any event no later than ninety (90) days after the date of this Agreement) any and all materials comprising the Seller Deliverables or such materials as are necessary for the City to make the determinations described in this Section 4(b).
- (c) The Purchase Price has been negotiated based on the Seller's representations regarding the matters set forth in Section 4(a) of this Agreement. During the period ending on the date which is one-hundred, fifty (150) days following the date of this Agreement, the City may conduct a review of the Seller Deliverables and Tendered Improvements and satisfy itself with respect to such representations. In the event the City determines, in its sole discretion, that the Seller Deliverables do not support each of the Seller's representations and does not concur with the Purchase Price, the Purchase Price will be reduced by the amount allocable to the cost of any Tendered Improvement (as shown on Exhibit E or as hereafter determined upon review of materials submitted by the Seller after the Closing) for which the City cannot make each of the determinations specified in Section 4(b) of this Agreement. The City's determination under this Section 4(c) shall not relieve the Seller of any responsibility and shall not constitute a waiver of any of the Seller's responsibilities under this Agreement.

5. Maintenance of Tendered Improvements Pending Closing; Completion Obligation.  
The Seller agrees to keep the Tendered Improvements in good working order and repair until the

Tendered Improvements are acquired by the City hereunder. The Seller further agrees not to defer maintenance unless specifically instructed to do so by the City. If any of the Tendered Improvements are incomplete at Closing, the Seller shall complete such Tendered Improvements at its own costs in a commercially reasonable period of time.

6. Risk of Loss. The Seller shall deliver the Tendered Improvements to the City at Closing in substantially the same condition existing as of the date hereof. Risk of loss of or damage to the Tendered Improvements shall be borne by the Seller until the date of Closing. In the event of loss or damage to the Tendered Improvements or any portion thereof prior to Closing, the City may terminate this Agreement. Notwithstanding the foregoing, the City may elect to purchase the Tendered Improvements in the condition existing on the date of Closing, and the Seller shall assign or transfer to the City all insurance proceeds or insurance claims applicable to any loss or damage occurring prior to Closing and provide the City with a credit for the amount of any deductible thereunder.

7. The Seller's Representations and Warranties. The Seller represents and warrants to the City that:

- (a) As of the date of Closing, the Seller shall have good, marketable, indefeasible title to the Tendered Improvements free and clear of all liens, claims and encumbrances.
- (b) The amounts actually paid by the Seller (or its affiliates) to acquire, construct, install and equip the Tendered Improvements are evidenced by the invoices and receipts attached hereto as Exhibit E. No portion of amounts listed in Exhibit E represents a prepayment for services or materials to be provided after the date of this Agreement.
- (c) The Tendered Improvements comply with the Approval and meet all applicable state and local laws within the meaning of RCW 39.89.040(2). In particular, the construction, installation and equipping of the Tendered Improvements were undertaken in compliance with the prevailing wage requirements under chapter 39.12 RCW (applying such requirements as if the Tendered Improvements were a public work).
- (d) To the best of the Seller's knowledge: (i) the Tendered Improvements do not contain, no activity on the Tendered Improvements has produced, and the Tendered Improvements have not been used in any manner for the storage, discharge, deposit or dumping of hazardous or toxic wastes or substances, whether in the soil, ground water or otherwise; (ii) the Tendered Improvements do not contain underground tanks of any kind except such underground stormwater detention tanks or vaults that the Seller has constructed at the request of the City; (iii) the Tendered Improvements do not contain and do not produce polychlorinated biphenyls, urea formaldehyde, asbestos or radon gas; and (iv) there are no surface or subsurface conditions that constitute, or with the passage of time may constitute, a public or private nuisance. The Seller has not undertaken any of the foregoing activities and has not caused or allowed any of the foregoing conditions to exist with respect to the Tendered Improvements.

8. Acknowledgements of the Seller. The Seller acknowledges that: (a) the source of money to pay the Purchase Price and interest accrued thereon will be limited to the Pledged Tax Allocation Revenues; (b) the amount of the Pledged Tax Allocation Revenues will depend primarily upon the construction of taxable improvements on taxable property within the Kendall Yards Sub-Area; and (c) the City's receipt of the Pledged Tax Allocation Revenues will be dependent upon factors outside the City's control, such as when property is assessed within the Kendall Yards Sub-Area, when taxes are paid by owners of such property, whether regular property tax rates will increase or decrease, and possible changes to the State laws governing property taxation. The Seller acknowledges that payment of the Purchase Price is subordinate to (a) the payment in full of the outstanding amount of the Payment Obligation on the date of this Agreement, which is \$0.00; (b) the payment of any purchase price or other payments to be made under any other purchase and sale agreement between the City and the Seller for any Kendall Yards Sub-Area Improvements dated prior to the date of this Agreement, which is the principal amount of \$1,085,543.82; and (c) the payment of Public Improvement Costs incurred by the City to construct and install any Kendall Yards Sub-Area Improvements prior to the date of this Agreement, together with interest thereon, which costs are \$0.00. The Seller acknowledges and agrees that this Agreement and the use of community revitalization financing under the Act, as contemplated by the parties, involve legal issues that are not addressed by existing laws, regulations, rulings and court decisions. The Seller has independently evaluated the legal and other risks associated with the agreements set forth herein and hereby acknowledges that it shall not be entitled to rely on the advice (if any) provided to it by the City or the City's counsel, and hereby further acknowledges that no guarantee has been made by the City or the City's counsel regarding outcomes if any of the contemplated arrangements are challenged in a court of competent jurisdiction.

9. Non-Waiver. This Agreement is not intended to address any condition(s) of development approval and shall not be construed in any manner as a waiver of any such conditions. Nor shall this Agreement relieve the Seller from its obligations to: (a) comply with rules and regulations applicable to the design, engineering and construction of public or private improvements constructed in the Kendall Yards Sub-Area; (b) secure such governmental approvals and permits as may be imposed as a condition of any work being performed in the Kendall Yards Sub-Area; or (c) pay all cost and expenses associated with such approvals and permits, including without limitation fees imposed by the City.

10. Indemnification. The Seller and the Guarantor jointly and severally agree to defend, indemnify and save the City, its appointed or elected officials, and its employees (collectively, the "Indemnified Parties"), harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the Seller's development and construction of all or any portion of the Tendered Improvements or the City's acquisition of the Tendered Improvements pursuant to this Agreement ("Claims"), including without limitation any claim that the Tendered Improvements, or the City's acquisition thereof, failed to meet all applicable state and local laws. The indemnification obligations undertaken by the Seller and the Guarantor in this Section shall apply to any legal action or proceeding, and to costs and fees (including reasonable legal fees) incurred in any such action or proceedings commenced with respect to a Claim, whether at trial, on appeal, or otherwise, and upon notice from any Indemnified Party, the Seller and the Guarantor jointly and severally shall defend the Indemnified Parties in any such action or proceeding at the expense of the Seller and the Guarantor. As security for the Seller's obligations under this Section,

the City shall have the absolute right to suspend and withhold any and all payments required by Section 2 of this Agreement, and to recover the same from Eligible Tax Allocation Revenues, with interest (calculated in the same manner and at the same rate interest otherwise would be payable to the Seller under Section 2), until the City recovers any and all expenses or costs incurred by the City as a result of any such claims.

Notwithstanding anything to the contrary contained herein, neither the Seller nor the Guarantor shall have any liability to indemnify an Indemnified Party against Claims or damages resulting directly from the negligence, gross negligence or intentional misconduct of the City or its elected, appointed officials, employees or agents.

In the event any Claim is made against an Indemnified Party for which indemnification may be sought from the Seller or the Guarantor under the foregoing provisions, such Indemnified Party shall promptly give written notice thereof to the Seller and the Guarantor; provided that any failure to give or delay in giving such written notice shall not relieve the indemnification obligations of the Seller or the Guarantor as set forth above except to the extent such failure or delay prejudices the ability of the Seller or the Guarantor to defend or settle such claim. Upon receipt of such notice, the Seller and the Guarantor jointly and severally shall assume the defense thereof in all respects and may settle such claim in such manner as they deem appropriate so long as there is no liability, cost or expense to the Indemnified Party.

The obligations of the Seller or the Guarantor under this Section as to Claims related to the design or construction of the Tendered Improvements shall expire if, as of the second anniversary of the Closing Date, either (a) no Claim has been made against an Indemnified Party, or (b) any and all Claims previously made against the Indemnified Parties have been resolved to the City's satisfaction. The obligations of the Seller or the Guarantor under this Section with respect to all other Claims shall expire if, as of the third anniversary of the Closing Date, either (a) no Claim has been made against an Indemnified Party, or (b) any and all Claims previously made against the Indemnified Parties have been resolved to the City's satisfaction.

The Seller and the Guarantor each waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

11. Notices. All notices or communications herein required or permitted to be given shall be in writing as set forth in this Section. Notices must be sent by registered or certified mail, postage prepaid, return receipt requested, or sent by commercial delivery service, by hand delivery, or by telecopy, paid for by the sender, to the addressee(s) thereof at the last address(es) designated for such purpose. The date of receipt of such registered mail or certified mail, or the date of actual receipt of such writing by commercial delivery service, hand delivery or telecopy, will be deemed for purposes of this Agreement as the date of such notice. As of the date of this Agreement, the addresses of the parties are:

If to the City: City of Spokane  
Chief Operating Officer  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3303  
Phone: (509) 625-6268  
Fax: (509) 625-6217

With a copy to: City Attorney  
City of Spokane  
5<sup>th</sup> Floor, Municipal Building  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201-3326  
Phone: (509) 625-6238  
Fax: (509) 625-6277

If to the Seller: North Gorge Residential Partners, LLC  
c/o Greenstone Homes  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, WA 99019  
Phone: (509) 720-8401  
Fax: (509) 458-5862

With a copy to: Koegen Edwards LLP  
601 West Riverside Avenue, Suite 1700  
Spokane, WA 99201  
Phone: (509) 343-4477  
Fax: (509) 747-4545

If to the Guarantor: Greenstone Corporation  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, WA 99019  
Phone: (509) 458-5860  
Fax: (509) 458-5862

The Seller, the Guarantor and the City each may, by notice given to the other parties hereunder, designate any further or different address to which subsequent notices, certificates and other communications shall be sent to it.

12. No Joint Venture or Partnership. In no event shall this Agreement be construed to create a joint enterprise, joint venture or partnership of the City, the Guarantor and the Developer with respect to the Tendered Improvements. The Seller is an independent contractor and not the agent or employee of the City.

13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

14. Future Course of Dealing. Notwithstanding the City's agreement to acquire the Tendered Improvements pursuant to this Agreement, the Seller and the City agree that the City may refuse to purchase any future improvements that are tendered by Seller (other than Kendall Yards Sub-Area Improvements for which the City has provided seller with an "Approval Notice" pursuant to Article IV of the TIF Agreement). This Agreement is not intended by the parties to establish a course of dealing, a course of performance, or an implied agreement that the City will acquire or finance improvements in the Increment Area other than by means of the procedures set forth in Article IV of the TIF Agreement.

15. Limitation of Rights. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any person other than the parties hereto, and their permitted successors and assigns, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement. No party may assign its interests under this Agreement without the consent of the other party (which consent will not be unreasonably withheld or delayed).

16. Severability of Invalid Provisions. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

17. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State applicable to contracts made and performed within the State. The venue for any dispute arising under this Agreement shall be in the Superior Court of the State for Spokane County, Washington.

*[Signatures appear on the following page(s)]*

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement to be executed in their names and behalf by their duly authorized representatives as of the date first above written.

City: CITY OF SPOKANE, WASHINGTON

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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

Seller: NORTH GORGE RESIDENTIAL PARTNERS,  
LLC

By: JMF Management, LLC, its manager

\_\_\_\_\_  
Manager

Guarantor: GREENSTONE CORPORATION

\_\_\_\_\_  
President



Exhibit A

**LIST OF TENDERED IMPROVEMENTS**

**See Attached:**

**“List of Kendall Yards Tendered Improvements,” Dated 6/24/24**

Exhibit B

**MAP REFLECTING LOCATIONS OF TENDERED IMPROVEMENTS**

**See Attached:**

**Kendall Yards 7th Addition Street Plan.**

**Kendall Yards 7th Addition Sewer Plan.**

**Kendall Yards 7th Addition Water Plan.**

Exhibit C

**INITIAL PAYMENT DATE CERTIFICATE**

I, the undersigned, deliver this certificate to the City of Spokane, Washington (the “City”), pursuant to Section 2 of that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, 20\_\_ (the “Agreement”), among the City, North Gorge Residential Partners, LLC (the “Seller”) and Greenstone Corporation (the “Guarantor”). On behalf of the Seller, I hereby certify the truth, accuracy and completeness of the following matters:

1. I am authorized by the Seller to provide these certifications on its behalf.
2. The Initial Payment Date is (June 15)(December 15), 20\_\_, which date is: (a) the June 15<sup>th</sup> or December 15<sup>th</sup>, whichever occurs first, occurring immediately after the Seller provides the City’s Chief Financial Officer with this certificate, and (b) not be sooner than five business days after the City’s Chief Financial Officer has been provided this certificate.
3. The Seller has not assigned all or any part of its rights under the Agreement or under the Amended and Restated Reimbursement dated \_\_\_\_\_, 2011, between the City and the Seller.
4. Neither the Seller nor the Guarantor have failed to pay any amounts required to have been paid by it under the Agreement prior to the date hereof.
5. All of the representations and warranties of the Seller in Section 8 of the Agreement are true and correct in all material respects as of date hereof as if made thereon.
6. This certificate is made on the date hereof to induce the City to commence paying installments of the Purchase Price pursuant to Section 2 of the Agreement.

Capitalized words and phrases not otherwise defined herein shall have the respective meanings ascribed to such words and phrases in the Agreement

Dated as of \_\_\_\_\_, 20\_\_.

NORTH GORGE RESIDENTIAL PARTNERS,  
LLC

By: JMF Management, LLC, its manager

\_\_\_\_\_  
James F. Frank, Manager



Exhibit E

**INVOICES AND RECEIPTS**

**EXHIBIT “D”  
FORM OF PAYMENT OBLIGATION**

STATE OF WASHINGTON  
CITY OF SPOKANE  
WEST QUADRANT INCREMENT AREA PAYMENT OBLIGATION

Interest Rate: \_\_\_\_\_%

Maturity Date: December 31, 2032

Holder: NORTH GORGE RESIDENTIAL PARTNERS, LLC

The CITY OF SPOKANE, WASHINGTON (the “City”), a municipal corporation of the state of Washington, promises to pay to the Holder and any Permitted Assignee the outstanding principal amount set forth from time to time on the Payment Obligation Schedule attached hereto and to pay interest (computed on the basis of a 365/366-day year, actual days elapsed) thereon from the date hereof at the Interest Rate *per annum* as set forth above, payable on each June 15 and December 15 (or, if such day is not a business day, then on the first business day thereafter) to the maturity of this Payment Obligation (each, an “Interest Payment Date”), commencing with the June 15 or December 15 first occurring after the date on which the first Approval Notice is delivered by the City to the Holder pursuant to Section 4.03 of the Kendall Yards Sub-Area Improvements Agreement (Amended and Restated Reimbursement Agreement), dated the \_\_\_ day of \_\_\_\_\_, 2011 between the City and North Gorge Residential Partners, LLC (the “TIF Agreement”); *provided, however*, interest on this Payment Obligation shall be payable only to the extent Pledged Tax Allocation Revenues are available on Interest Payment Date and shall not be compounded to the extent not paid. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the TIF Agreement, as the same may be amended from time to time.

The City shall redeem the principal of this Payment Obligation on each Interest Payment Date to the extent Pledged Tax Allocation Revenues are available under the TIF Agreement on such date in an amount greater than the accrued interest on this Payment Obligation that is due and is payable on such date. The principal amount of this Payment Obligation shall be established in accordance with Section 4.01(a) of the TIF Agreement pursuant to the delivery of Approval Notices by the City, with the principal amount identified in each Approval Notice recorded on the Payment Obligation Schedule; *provided, however* that any inadvertent failure to include an amount on the Payment Obligation Schedule shall not affect on the amount of this Payment Obligation.

The Pledged Tax Allocation Revenues have been pledged by the City in the TIF Agreement for the payment of this Payment Obligation, subject to the limitations and priorities specified in the TIF Agreement.

THE CITY’S OBLIGATIONS TO PAY THE PRINCIPAL OF THIS PAYMENT OBLIGATION AND ALL ACCRUED INTEREST HEREON SHALL EXPIRE, WITHOUT RECOURSE AGAINST THE CITY, AT MIDNIGHT ON THE MATURITY DATE, UNLESS THE CITY IS IN DEFAULT OF ITS OBLIGATIONS UNDER THE TIF AGREEMENT OR THIS PAYMENT OBLIGATION AS OF THE MATURITY DATE.

Both principal of and interest on this Payment Obligation are payable in lawful money of the United States of America to the Holder at the address Holder provided in writing by the Holder to the City Treasurer, and shall be paid by check of the City, or by wire transfer to the account identified by the Holder in writing.

THIS PAYMENT OBLIGATION IS A SPECIAL, LIMITED AND CONTINGENT OBLIGATION OF THE CITY PAYABLE ONLY FROM PLEDGED TAX ALLOCATION REVENUES. THIS PAYMENT OBLIGATION IS NOT AN OBLIGATION OF STATE OF WASHINGTON OR ANY OTHER POLITICAL SUBDIVISION THEREOF OTHER THAN THE CITY. THIS PAYMENT OBLIGATION DOES NOT CONSTITUTE A CHARGE UPON ANY FUND (EXCEPT THE KENDALL YARDS SUB-AREA FUND) OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY, THE STATE OF WASHINGTON, OR ANY OTHER POLITICAL SUBDIVISION THEREOF NOT SPECIFICALLY PLEDGED TO THE PAYMENT HEREOF. THE CITY'S FULL FAITH, CREDIT AND RESOURCES ARE NOT PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS PAYMENT OBLIGATION. THIS PAYMENT OBLIGATION DOES NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION, STATUTORY OR CHARTER DEBT LIMITATIONS OR RESTRICTIONS, INCLUDING WITHOUT LIMITATION: ARTICLE VIII, SECTION 6 OF THE WASHINGTON CONSTITUTION; CHAPTER 39.36 RCW; AND SECTION 85 OF THE CITY CHARTER.

This Payment Obligation may be transferred by the Holder to a Permitted Assignee at the office of the City Treasurer upon surrender and cancellation of this Payment Obligation in the accordance with Section 9.02 of the TIF Agreement. Upon such transfer, a new Payment Obligation in the principal amount of the then-unpaid principal amount hereof will be issued to the new Holder, without charge, in exchange thereof. Transfer shall be subject to the limitations of Section 9.02 of the TIF Agreement and conditioned on the City's receipt from the transferee of a Certificate in the form attached hereto as Attachment A.

It is certified that all acts, conditions and things required to be done precedent to and in the issuance of this Payment Obligation have been done, have happened and have been performed as required by law.

IN WITNESS WHEREOF, the City has caused this Payment Obligation to be executed on behalf of the City by the signatures of its Mayor and City Clerk, and to be imprinted, stamped or impressed with the official seal of the City, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

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

ATTEST:

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

Approved as to form:

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



PAYMENT OBLIGATION SCHEDULE

Date of Approval Notice	Amount Approved by Approval Notice	Aggregate Principal Payments Made to Holder*	Outstanding Principal Amount of Payment Obligation*	Interest Rate

\* As of the date of the respective Approval Notice listed in the far left column.

ATTACHMENT A

CERTIFICATE OF TRANSFEREE

In connection with the transfer of the West Quadrant Increment Area Payment Obligation (the "Payment Obligation"), in the principal amount of \$\_\_\_\_\_ of the City of Spokane, Washington to the undersigned transferee (the "Transferee"), the Transferee hereby acknowledges and represents that it has reviewed the TIF Agreement and acknowledges that the source of payment of the Payment Obligation is limited to and contingent upon the City's receipt of Pledged Tax Allocation Revenues (as defined in the TIF Agreement) and, as a result, that repayment of all principal of and interest on the Payment Obligation is not guaranteed. Further, the Transferee acknowledges that no credit rating for the Payment Obligation has been requested or is available from a nationally recognized credit rating agency; if the Transferee attempts to transfer the Payment Obligation, there may not be available sufficient business and financial information about the Payment Obligation of a type required by any purchaser; no trading market now exists or is expected to exist for the Payment Obligation; and the Transferee will bear the risks of investment in the Payment Obligation until its maturity. All transfers of this Payment Obligation shall be subject to Section 9.02 of the TIF Agreement.

Dated: \_\_\_\_\_, 20\_\_.

[Name of Transferee]

By: \_\_\_\_\_  
Name:  
Title:



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/3/2024

**Clerk's File #** OPR 2024-0907

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Bid #</b>	RFQU 6132-24
------------------------	---------------------	--------------	--------------

<b>Contact Name/Phone</b>	SPENCER 6097	<b>Requisition #</b>	CR 26771
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<b>Contact E-Mail</b>	SGARDNER@SPOKANECITY.ORG,		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	JBINGLE ZZAPPONE KKLITZKE		
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<b>Agenda Item Name</b>	0650 - SEVA WORKSHOP LLC CONTRACT FOR 5TH AVENUE SUBAREA PLAN		
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**Agenda Wording**

Contract between City of Spokane Planning Services and Seva Workshop LLC for the 5th Avenue Subarea Planning under ARPA funding

**Summary (Background)**

City Council passed Ordinance C36163 appropriating \$1 million of the ARPA funds solely for subarea planning to increase housing along transportation corridors in December 2021. Planning Services advertised through an RFQu process in May 2024 and made the recommendation in September 2024 of intent to hire Seva Workshop as the primary consultant to develop the 5th Avenue Subarea Plan and facilitate community engagement. Seva Workshop will facilitate a team of consultants that include Center for

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 329,200

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

ARPA Funding for subarea planning.

**Amount**

**Budget Account**

Expense	\$ 329,200	# 1425-88155-57215-54201-97252
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

Transformative Urban Design, Nelson\Nygaard, Studio Seyfried, and Ideas and Action. The 5th Avenue Subarea Plan will be the framework and actionable vision for inclusive community development along the 5th Avenue corridor and surrounding area through an integrated land-use, transportation, housing and economic development approach guided by the principles of equity and co-design. The final plan will be completed by December 31, 2026.

**Approvals**

<b><u>Dept Head</u></b>	GARDNER, SPENCER
<b><u>Division Director</u></b>	GARDNER, SPENCER
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>PURCHASING</u></b>	NECHANICKY, JASON

**Distribution List**

radhika@sevaworkshop.com	mmurphy@spokanecity.org
cstanton@spokanecity.org	laga@spokanecity.org
mmurray@spokanecity.org	sgardner@spokanecity.org
smacdonald@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Planning Services
<b>Contact Name</b>	Spencer Gardner
<b>Contact Email &amp; Phone</b>	<a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a> , x6097
<b>Council Sponsor(s)</b>	Zappone, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract between City of Spokane Planning Services and Seva Workshop for 5th Avenue Subarea Planning under ARPA funding
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	City Council passed Ordinance C36163 appropriating \$1 million of the ARPA funds solely for subarea planning to increase housing along transportation corridors in December 2021. Planning Services advertised through an RFQu process in May 2024 and made the recommendation in September 2024 of intent to hire Seva Workshop as the primary consultant to develop the 5th Avenue Subarea Plan and facilitate community engagement. Seva Workshop will facilitate a team of consultants that include Center for Transformative Urban Design, Nelson\Nygaard, Studio Seyfried, and Ideas and Action. The 5th Avenue Subarea Plan will be the framework and actionable vision for inclusive community development along the 5th Avenue corridor and surrounding area through an integrated land-use, transportation, housing and economic development approach guided by the principles of equity and co-design. The final plan will be completed by December 31, 2026.
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$329,200</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>ARPA Funding for subarea planning</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? No	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?  <i>The 5th Avenue subarea planning process will be rooted in a robust and holistic engagement process to express the community vision through co-creation, build partnerships and collaboration, and center</i> </li> </ul>	

*historically marginalized and impacted communities in the East Central neighborhood, particularly the deeply rooted Black and African American community and immigrant communities that continue to call this diverse area home.*

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

*Data will be collected and analyzed with an equity focus to ensure disparate impacts are addressed, historically marginalized voices are centered, and policies emphasize targeted universalism that prioritize those most impacted in ways that uplift all residents.*

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

*The planning process will be dynamic in engagement and feedback to ensure the community is centered throughout, with partnerships with community-based organizations and a community working group to co-design the process.*

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

*This process is aligned with various goals in the Comprehensive Plan, including Transportation Goal A: Promote a Sense of Place; Housing Goal 1.1 Housing Choice and Diversity; Economic Development Goal 3 Strong Diverse and Sustainable Economy; Neighborhood Goal 2 Neighborhood Development. This process also carries forward recommendations made in the 5<sup>th</sup> Avenue Initiative to make the 5<sup>th</sup> Avenue community stronger and more resilient, and support the health, safety, and wellbeing of the community. Finally, this aligns with the City of Spokane's commitment to equitably and effectively utilize ARPA resources in ways that take into consideration past inequities, and honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.*

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

*This has not been reviewed by a Council subcommittee.*



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: 5<sup>TH</sup> AVENUE COMMUNITY PLAN**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SEVA WORKSHOP, LLC**, whose address is 3204 NW 86<sup>th</sup> Street, Seattle, Washington 98115 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to Facilitate Engagement, Analysis and Development of the 5<sup>th</sup> Avenue Community Subarea Plan; and*

*WHEREAS, the City desires to provide the sub area planning to increase housing along transportation corridors; and*

*WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, as substituted and passed January 3, 2022, (Section 1 (C) ); and*

*WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions; and*

*WHEREAS, the Consultant was selected from RFQu No.6132-24.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on October 28, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant’s Proposal dated June 17, 2024, which is attached as **Exhibit B**. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this Agreement shall not exceed **THREE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$329,200.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Consultant shall submit its applications for payment to City of Spokane Planning Services and Economic Development, Attn: Maren Murphy, mmurphy@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

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



*request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for

subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

**10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**11. INSURANCE.**

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

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

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

- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;

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

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

**15. KEY PERSONS.**

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

**16. ASSIGNMENT AND SUBCONTRACTING.**

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

**17. CITY ETHICS CODE.**

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

**18. NO CONFLICT OF INTEREST.**

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

**19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional

engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

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

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to

resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

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

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known to either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of

competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree

that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**SEVA WORKSHOP, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

- Exhibit A – Federal Debarment
- Exhibit B – Consultant's Proposal dated June 17, 2024
- Exhibit C – ARP-CLFRF DFDA 21.027 FUNDING
- Exhibit D – General Terms and Conditions

24-188c



**EXHIBIT A**

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
(3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u> 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.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
<b>By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.</b>

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**Federal Funding Accountability and Transparency Act (FFATA) Certification**

**The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.**

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes  If yes, answer question 2 below.  
 No  If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes  If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.  
 No  If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

**The Grantee certifies that the information contained on this form is true and accurate.**

**By:**  
**Title:**  
**Date:**

**EXHIBIT B**

**EXHIBIT C**

**EXHIBIT D**

# 5<sup>TH</sup> AVENUE COMMUNITY PLAN

## SCOPE OF WORK

### Workplan

#### Task 1: Kick-off

NOVEMBER 2024 TO DECEMBER 2024

##### Task 1.1 Full team kick-off

A kickoff meeting at the start of the project will address larger questions for project priorities; clarify roles, timelines, and expectations for project communications; and establish the key progress check-in moments to track across the Plan process. This will be held virtually and include all Consultant staff and City counterparts with key roles in the project. Seva will develop and maintain this schedule for project team reference.

##### Task 1.2 Site orientation visit

Following the virtual kickoff, an in-person site tour and workshop visit will be held in Spokane. An evening session will also be included to allow for community members not able to join in the day. This will include key members from the Consultant and City staff and will cover a variety of topics. Staff will help orient the Consultant team to the subarea and the Consultant team will facilitate staff interviews and working sessions, as needed. The Consultant team will also meet with the community coalition, agency partners, and community partners as available.

##### Deliverables:

- Project schedule
- Site tour photos and notes

#### Task 2: Project Management

NOVEMBER 2024 TO DECEMBER 2026

##### Task 2.1 Project management

Ongoing project management will include a biweekly meeting series established throughout the project, to be conducted on an as-needed basis. Key project meetings/workshops at various stages in the project (to be confirmed at the kick-off) will be more in-depth opportunities to engage with information and make decisions.

##### Deliverables:

- Up to 4 internal project meetings/workshops at key milestones to review and address outstanding issues and ensure continued project progress.

- Up to 4 meetings for Plan Commission and City Council updates, including 1 in-person Plan Commission workshop in the East Central community.
- Develop feedback structure for co-creation with City, consultant, community coalition, and working group, including draft and final legislative adoption process.
- Agendas and notes from biweekly project check-ins

## **Task 3: Equitable Community Engagement and Co-Design Plan (CEP)**

**NOVEMBER 2024 TO DECEMBER 2024**

### **Task 3.1 Draft Community Engagement and Co-Design Plan (CEP)**

The CEP is one of the first project deliverables and will identify key topics for community input, who should be engaged in the process, how best to reach them, and how the input will be used during the development of the plan. The CEP will be centered on equity and will incorporate strategies and identify priority communities. All strategies identified in the CEP for this project will be tailored to meet the specific demographics and needs of the 5<sup>th</sup> Avenue neighborhood.

The CEP will include a set of strategies that prioritize personal connections and depth of conversation as well as a set of strategies for broader engagement. We expect that the City will collaborate on developing the CEP and identify city resources available to support engagement implementation such as channels for materials distribution, staffing events, interpretation, and communications support.

### **Task 3.2 Interviews**

The consultant team will conduct 8-12 interviews to gain an understanding of the community landscape and the work that has happened thus far. These interviews will help inform the Community Engagement and Co-Design Plan. Interviews will be virtual or in-person.

This scope of work assumes the City will be primarily responsible for identifying interviewees and providing introductions and contact information as appropriate.

### **Task 3.3 Community profile**

The consultant team will create a visually rich community profile to describe the demographic characteristics of the neighborhood. This will help inform the visioning process and the technical analysis. The Community Profile will establish a brand and style guide for the project.

#### **Deliverables:**

- Detailed and formatted interview notes, including a summary of key themes.
- Project CEP, detailing key topics of interest, identifying core audience groups, and outlining engagement strategies to implement, including virtual and in-person engagement opportunities and equitable engagement tactics. Includes draft and final.

- A visually oriented Community Profile

## Task 4: Community Visioning

JANUARY 2025 TO JUNE 2025

### Task 4.1 Communications and community partner recruitment

The communications plan will be based on the CEP. Examples of anticipated elements under the Seva Workshop scope include:

- Develop content based on the project brand developed earlier for a project webpage and social media accounts.
- Develop and distribute printed media such as flyers as need to support community engagement.
- Develop and coordinate messaging with project team.

This scope of work assumes the City will be primarily responsible for:

- Publishing, hosting, and updating project information on established Citywide and Departmental channels, including social media and distribution lists.
- Participating in conversations with community organizations and community members where the City relationship is a priority.
- Coordinating communication efforts and project timelines, milestones, and deliverables with the City and other major related efforts and initiatives.

Early in this phase, we anticipate reaching out to possible community organizations to recruit their partnership on engagement activities. These relationships may also evolve to participation on the Working Group.

### Task 4.2 Implement engagement strategies

Our approach to community engagement will draw on the wisdom, relationships, and energy of locally based community organizations and trusted leaders. We anticipate working closely in partnership with the community on engagement strategies. While the final slate of strategies is to be determined in Task 3, these will likely include:

- **Working Group.** As part of the visioning engagement, we will bring together Working Group as a guiding voice for the Community Plan. It will include local community leaders and residents who have been involved in the community for decades and representatives from community-based organizations who led visioning engagements, including the Carl Maxey Center Housing & Economic Opportunity (CMC HEO) coalition. The Working Group will continue to facilitate open and transparent conversations with the community. They will also advise the consultant team in the drafting of analysis and policy development process to ensure that the feedback from Visioning is reflected and to facilitate ad-hoc additional engagement if the technical teams need deeper or more nuanced input. Six to eight meetings and up to 8 participants are planned throughout the process. Meetings will be designed as informal work sessions to share works in progress and collaborate in plan



development. Meetings will be primarily virtual, and we anticipate at least one in-person meeting early in the series to build relationships and an effective group dynamic.

- **Community Partnerships.** To ensure that engagement with a diverse spectrum, the consultant team work with locally-based community partners to design and host engagements that work best for their constituents. The consultant team will recruit and support organizations to augment their programming in a way that engages their constituents on neighborhood visioning projects. For example, a youth basketball program might have an existing tournament programmed. We might work with the partner to host a half-time ask to provide input and/or host a table with giveaways on the sideline. A senior meals-on-wheels program might focus on two dates to drop off a questionnaire and pick it up the next week. This approach builds on the foundation of collaboration and inclusion established by the 5th Avenue Initiative and continues to center relationships within the community.

Each partnership is unique and tailored to the capacity and ideas of the host organization. The consultant team can help organize support such as childcare, food, printed materials, facilitation guides, questionnaires, and translation and interpretation services, depending on the needs of the community-based organization. The typical commitment of a host organization would be to participate in 1-2 planning and design calls with the consultant team; to advertise the engagement and recruit their constituents to participate; to host and facilitate or co-facilitate the engagement (if in-person), document the engagement, and a post-meeting call. We also ask that communications materials use consistent 5<sup>th</sup> Ave visual identity to make it a cohesive effort.

- **Temporary installation/Physical Storefront.** We will work with community partners and the local art community to create an interactive visioning installation to be hosted at a location/physical storefront within the study area over the duration of the engagement period. The installation will include information about the project, an interactive activity, as well as QR links to the webpage. The installation will be updated when a draft Plan is ready as part of Phase 2.

Areas of focus for community visioning could include:

- Opportunities for equitable economic development, mixed use development, neighborhood-serving retail, and employment opportunities, including zoning and land use approaches.
- Needs for affordable residential housing mix and commercial/mixed use development along the 5<sup>th</sup> Avenue Corridor, identification of opportunity sites for new development, infill housing, renovations, or reinvestment.
- Strategies for identifying at-risk communities and preventing residential and commercial displacement in redevelopment.
- Ideas for smaller tactical urbanism and quick build concepts that can be achieved in the short term.
- Additional art opportunities such as enhanced bus stations along 5<sup>th</sup> Avenue in coordination with STA planning and Spokane Asphalt Art Program at key intersections.

**Deliverables:**

- Community engagement activities as approved in the CEP
- Meeting notes from each working group session
- Updates on engagement themes (a total of 3 updates are anticipated)

**Task 5: Develop Topic Papers**

**JANUARY 2025 TO JUNE 2025**

**Task 5.1 Document review, engagement summary, and data analysis**

Six thematic issue papers centered around community identified topics will provide the foundation for plan development and a common level of understanding between the consultant team, the City, and the community. In addition to documentation of existing conditions, these issue papers analysis will identify potential future opportunities or innovative measures that could be considered, where applicable. Issue papers will integrate takeaways from engagement and key data points in addition to existing documentation. These papers will focus on identifying specific issues to be solved for in the Community Plan rather than a comprehensive baseline to ensure the analysis is focused on community driven topics.

Preliminary ideas for topics to be covered in the report are described in the table below. This list will be refined based on community input.

Land Use and Zoning	Zoning analysis including a review of the relevant policy framework, existing and historic housing typologies, tenure types, and market rental rate overview; historic and existing commercial properties; institutional and community sites of significance
Housing	Review of existing housing typologies, tenure types, and any housing affordability challenges
Transportation	Connectivity analysis including infrastructure for walking, bicycling and rolling, mobility and accessibility, traffic volumes, traffic accident data, and transit infrastructure and ridership
Arts and Culture and Community Identity	Arts, culture, community identity and historic preservation data
Public Realm	Community nodes, gathering spaces, and areas of importance
Public Health	Health, community and social services, and public safety

Economy	Overview of employment and education data, review of existing commercial areas and business types within neighborhood, small businesses
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**Deliverables:**

- Six Topic Papers, Draft and Final

## **Task 6: Preliminary Draft Community Plan**

**JUNE 2025 TO OCTOBER 2025**

### **Task 6.1 Craft vision and guiding principles**

Synthesizing community input and the existing conditions analyses, we will work closely with the Working Group to develop a vision statement and guiding principles for the Plan, including zoning, land use and policy recommendations.

### **Task 6.2 Develop goals and policies**

The project goals and policies will add detail to the community vision and how it will be implemented. Technical experts on wealth building, transportation/mobility, and urban design will flesh out policy solutions to ensure they are feasible and grounded in the neighborhood.

### **Task 6.3 Create preliminary draft and public draft plan**

The Draft Plan will be action-oriented, visual, and accessible. It will summarize the engagement process and outcomes, key ideas, concepts of community aspirations, connectivity and mobility improvements, and zoning and land use recommendations for what the 5th Avenue corridor can look and feel like. A user-friendly implementation matrix will detail priority level, short-term and long-term projects, resources needed, and possible state, federal and grant funding sources, and longer-term technical assistance needs. Identify zoning, land use, and policy recommendations for integration into the 2026 Comprehensive Plan periodic update.

**Deliverables:**

**Preliminary Draft Plan (internal draft), including:**

- Zoning and land use recommendations
- Representative, conceptual designs and renderings of development possibilities under different zoning scenarios for 5<sup>th</sup> Avenue
- Multimodal connectivity recommendations and high level cost estimates for the corridor and broader subarea
- Ideas for smaller tactical urbanism and quick build concepts for public investments in the right-of-way
- Summary of policy changes for integration in the Comprehensive Plan
- One round of internal and partner review with edits

## **Public Draft**

- Graphics, spatial layers, and accompanying data
- Public presentation materials, in PPT and PDF format

The City will be responsible for:

- Collecting and consolidating of comments on the Preliminary Draft Plan by internal staff, partner agencies, and the Working Group.
- Preparing materials to integrate zoning, land use, and policy recommendations into the Comprehensive Plan.

## **Task 7: Draft Community Plan Engagement**

**NOVEMBER 2025 TO FEBRUARY 2026**

### **Task 7.1 Engagement implementation**

The focus of engagement in this phase will be on the draft Plan. We envision connecting back with the community partners engaged in the visioning phase and the Working Group, as well as creating opportunities for those who have not yet had a venue for input via past events or community organizing. Specific engagement activities for the Draft Plan will be included in the CEP. We anticipate engagement to include a community workshop and/or a series of smaller events.

#### **Deliverables:**

- Collection of comments from draft plan engagement
- Revised Draft for legislative process
- Prioritized list of projects and actions with recommendations for implementation
- Public presentation materials, in PPT and PDF format

## **Task 8: Legislative Draft Community Plan**

**MARCH 2026 TO JULY 2026**

### **Task 8.1 Draft plan revisions**

The revised draft plan will reflect input from the community on the draft plan. All materials will be delivered in print-ready and electronic format, including fully editable working files in a mutually agreed upon file format. The Working Group will provide input and approval on the revised draft plan before consideration by the Plan Commission, and for any changes proposed by the Plan Commission.

#### **Deliverables:**

- Revisions to Plan as a result of legislative process

## **Task 9: Final Community Plan and Plan Adoption**

**AUGUST TO NOVEMBER 2026**

### **Task 9.1 Plan adoption**

We will support city staff in the adoption process and make any changes or edits as necessary to incorporate feedback through the legislative process.

#### **Deliverables:**

- Final Plan Document web friendly and print-ready with visualizations and recommendations
- All accompanying graphic and spatial files
- Public presentation materials, in PPT and PDF format

## **Schedule**

The period of performance is anticipated to be from October 28, 2024 to December 31, 2026.

## Budget

Task Number	Task Description	Total Cost	Total Hours/ Task % Total
<b>1.0</b>	<b>Kick-off</b>		
1.1	Full team kick-off	\$8,650	40
1.2	Site orientation visit	\$7,620	36
		<b>\$16,270</b>	<b>5%</b>
<b>2.0</b>	<b>Project Management</b>		
2.1	Project management	\$32,770	154
		<b>\$32,770</b>	<b>10%</b>
<b>3.0</b>	<b>Equitable Community Engagement and Co-Design Plan</b>		
3.1	Draft Community Engagement and Co-Design Plan	\$11,990	56
3.2	Interviews	\$8,900	44
3.3	Community profile	\$8,300	44
		<b>\$29,190</b>	<b>9%</b>
<b>4.0</b>	<b>Community Visioning</b>		
4.1	Communications and community partner recruitment	\$10,300	50
4.2	Implement engagement strategies	\$36,100	180
		<b>\$46,400</b>	<b>14%</b>
<b>5.0</b>	<b>Issue Briefs</b>		
5.1	Existing doc review, engagement summary, and data analysis	\$36,470	178
		<b>\$36,470</b>	<b>11%</b>
<b>6.0</b>	<b>Preliminary Draft Community Plan</b>		
6.1 & 6.2	Develop Vision, Principles, Goals, and Policies	\$50,200	220
6.3	Create preliminary draft plan and public draft plan	\$50,200	120
		<b>\$100,400</b>	<b>30%</b>
<b>7.0</b>	<b>Draft Community Plan Engagement</b>		
7.1	Engagement implementation	\$12,300	60
		<b>\$12,300</b>	<b>4%</b>
<b>8.0</b>	<b>Legislative Draft Community Plan</b>		
8.1	Draft plan revisions	\$13,850	65
		<b>\$13,850</b>	<b>4%</b>
<b>9.0</b>	<b>Final Community Plan and Plan Adoption</b>		
9.1	Plan adoption	\$3,950	20
		<b>\$3,950</b>	<b>1%</b>
	<b>Total Labor</b>	<b>\$291,600</b>	
	Compensation for Community Partner Organizations and Working Group Members	\$31,600	10%
	Travel and other Expenses	\$6,000	2%
	<b>Total Expenses</b>	<b>\$37,600</b>	
	<b>Total Project Budget</b>	<b>\$329,200</b>	

**ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING**

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal



Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));

- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit



## **General Terms & Conditions**

### **1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### **2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

### **3. OWNERSHIP OF DOCUMENTS**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### **4. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

### **5. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **6. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## **7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## **8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

## **9. NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

## **10. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## **11. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **12. ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

### **13. DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

### **14. TERMINATION**

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

### **15. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **16. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **SPECIFIC GRANT RELATED LANGUAGE**

### **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

**18. CERTIFICATION REGARDING LOBBYING**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**19. DOMESTIC PREFERENCE**

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).



## **20. CLEAN AIR ACT**

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **22. MAINTENANCE OF RECORDS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **23. CONFERENCE ROOMS**

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

## **24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)**

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

## **25. TITLE VI STATEMENT**

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.





- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D.** Primary and Noncontributory Provision

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured, provided such contract or agreement was in place prior to the “occurrence”.

**E.** Waiver of Subrogation Provision

The Transfer of Rights of Recovery Against Others To Us Condition (SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

If required as part of a written contract or agreement, we will waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payment we make for injury or damage arising out of your ongoing operations performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, “suits” and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

**F.** Any written contract or agreement as required by the conditions of paragraphs **A**, **D**, or **E** of this endorsement must be currently in effect or becoming effective during the term of the policy and executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.

All other terms and conditions of this policy remain unchanged.



< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** SEVA WORKSHOP LLC

**Business name:** SEVA WORKSHOP

**Entity type:** Limited Liability Company

**UBI #:** 604-988-492

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 3204 NE 86TH ST  
SEATTLE WA 98115-3634

**Mailing address:** 3204 NE 86TH ST  
SEATTLE WA 98115-3634

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Oct-31-2025	Oct-01-2024

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

Governing people	Title
NAIR, RADHIKA	

**Registered Trade Names**

Registered trade names	Status	First issued
SEVA WORKSHOP	Active	Nov-03-2022

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**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**

City of Seattle



Business License Tax Certificate

2024

License Number 0008660120782144

Filing Frequency Annually

UBI 6049884920010001

City of Seattle  
P.O. Box 34214  
Seattle, WA 98124-4214  
206-684-8484  
[www.seattle.gov/licenses](http://www.seattle.gov/licenses)  
[tax@seattle.gov](mailto:tax@seattle.gov)

Licensee:  
Seva Workshop LLC  
Seva Workshop  
3204 NE 86th St  
Seattle, WA 98115-3634

[www.FileLocal.org](http://www.FileLocal.org)

Issued: 1/20/2023

Expires: 12/31/2024

**Not Transferable**

**Post Conspicuously**



UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF FORMATION**

to

**SEVA WORKSHOP LLC**

A **WA LIMITED LIABILITY COMPANY**, effective on the date indicated below.

Effective Date: 10/28/2022

UBI Number: 604 988 492



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

A handwritten signature in black ink that reads "Steve R. Hobbs".

Steve R. Hobbs, Secretary of State

Date Issued: 10/28/2022

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 10/14/2024**Committee Agenda type:** Consent**Date Rec'd**

9/30/2024

**Clerk's File #**

OPR 2024-0908

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

AMANDA BECK 6414

**Requisition #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 – MULTI-FAMILY TAX EXEMPTION (MFTE) CONDITIONAL AGREEMENT

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with SHARP PROJECT LLC, for the future construction of approximately 5 units, at Parcel Number(s) 35181.3407 commonly known as 441 W Sharp Ave.

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

The Multi-Family Tax Exemption program has no direct impact on City revenues or expenses.

**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

GARDNER, SPENCER

**Division Director**

GARDNER, SPENCER

**Accounting Manager**

ORLOB, KIMBERLY

**Legal**

HARRINGTON,

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**Distribution List**

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amccall@spokanecity.org



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name &amp; Phone</b>	Amanda Beck, 509-625-6414
<b>Contact Email</b>	abeck@spokanecity.org
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
<b>Summary (Background)</b>	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>Sharp Flats</b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals (requires 25% of units to be income and rent restricted)</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
<b>Proposed Council Action &amp; Date:</b>	<p><b>Approve the MFTE Conditional Agreement for the <u>Sharp Flats</u> at October 14th City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>5 units</u></b>, at <b><u>441 W SHARP AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"> <li>Property is zoned <b><u>CB-150</u></b> and the proposed use is allowed.</li> <li>Estimated Construction Costs: <b><u>2139000</u></b></li> <li>Located in the <b><u>Emerson/Garfield</u></b> neighborhood.</li> </ul>
<b>Fiscal Impact:</b>	
<b>Approved in current year budget?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b>	
Current year cost:	
Subsequent year(s) cost:	
<b>Narrative:</b>	<u>The Multi-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
<b>Funding Source</b>	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
<b>Specify funding source:</b>	
Is this funding source sustainable for future years, months, etc? N/A	

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
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Other budget impacts: (revenue generating, match requirements, etc.)

**Operation Impacts**

What impacts would the proposal have on historically excluded communities?

**SMC 08.15 Multi- Family Housing Property Tax Exemption**

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**RCW 84.14.100**

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

**Title 08** Taxation and Revenue

**Chapter 08.15** Multiple-family Housing Property Tax Exemption

**Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

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

**Comprehensive Plan Land Use Policies:**

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Multi-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agenda for approval to appear on the next available legislative consent agenda.**



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and SHARP PROJECT LLC, as “Owner/Taxpayer” whose business address is 915 W 2ND AVE SPOKANE, WA 99201-4530.**

**WITNESSETH:**

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

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

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

**STRATTONS ADD PTN OF 2 ADDS LOTS 1&2 B9 & E.3FT OF L 1 B7 OF CROWDERS ADD LYG N OF S42FT OF L1 LYG W OF & ADJ L1 & PTN OF L2 B9 STRATTONS ADD**

Assessor’s Parcel Number(s) **35181.3407**,

commonly known as

**441 W SHARP AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals (requires 25% of units to be income and rent restricted)**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.



2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **5** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of

the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

SHARP PROJECT LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney





**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Consent

**Date Rec'd**

10/1/2024

**Clerk's File #**

OPR 2024-0909

**Cross Ref #**

OPR 2024-0910

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Bid #**

**Contact Name/Phone**

TIRRELL BLACK 6185

**Requisition #**

**Contact E-Mail**

TBLACK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - PERIODIC UPDATE TO COMP PLAN 2026 – ACCEPTANCE OF WA

**Agenda Wording**

Acceptance of WA Commerce Grant for Periodic Update of the Comprehensive Plan. Legislative appropriation of \$325,000 is broken into 2 years. The first contract (this contract) is for \$162,500 for state fiscal year 24/25.

**Summary (Background)**

This briefing paper is 1 of 3 for Periodic Update to the Comprehensive Plan 2026. Planning Staff have submitted a packet for City Council consideration to initiate RCW 36.70A.130 mandated Periodic Update to the Comprehensive Plan 2026 Planning -including the following items: 1. Periodic Update Grant - Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 2 years for State's Fiscal years. Total appropriation is \$325,000. The first contract (in this packet)

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

No match required; grant is deliverable based.

**Amount**

**Budget Account**

Revenue \$ 162,500

# 1360-94175-99999-33442-20267

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

is for State Fiscal Year 24/25. A second contract will be executed in Q3 2025 for 25/26 for balance of funds. This grant was anticipated in the budget (1360-94175-99999-33442-20267) 2. Resolution to Initiate Comprehensive Plan Periodic Update, currently mandated to be complete by June 30, 2026. 3. Periodic Update to Comprehensive Plan - Consultant Contract with BERK Consulting, Inc. for support for Environmental Review, Critical Areas Ordinance support (CAO updates are mandated). This contract for \$505,000. was anticipated and is budgeted in 1360-94175-58620-54201-20267; 0650-51100-58620-54201-20267; and 0650-30210-58620-54201-99999). Funding for this contract comes from the WA Commerce Periodic Update Grant and Planning Dept consultant funds. ...continued on Agenda Sheet

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

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## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Planning & Economic Development
<b>Contact Name</b>	Tirrell Black
<b>Contact Email &amp; Phone</b>	<a href="mailto:tblack@spokanecity.org">tblack@spokanecity.org</a> 509-625-6185
<b>Council Sponsor(s)</b>	CMs Klitzke, Zappone, and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Periodic Update to Comp Plan 2026 – Acceptance of WA Commerce Grant for WA Fiscal Year 2024/2025
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><i>This briefing paper is 1 of 3 for Periodic Update to the Comprehensive Plan 2026.</i></p> <p>Planning Staff have submitted a packet for City Council consideration to initiate RCW 36.70A.130 mandated Periodic Update to the Comprehensive Plan 2026 Planning –including the following items:</p> <ol style="list-style-type: none"> <li><b>1. Periodic Update Grant – Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 2 years for State’s Fiscal years. Total appropriation is \$325,000. The first contract (in this packet) is for State Fiscal Year 24/25. A second contract will be executed in Q3 2025 for 25/26 for balance of funds. This grant was anticipated in the budget (1360-94175-99999-33442-20267)</b></li> <li>2. Resolution to Initiate Comprehensive Plan Periodic Update, currently mandated to be complete by June 30, 2026.</li> <li>3. Periodic Update to Comprehensive Plan - Consultant Contract with BERK Consulting, Inc. for support for Environmental Review, Critical Areas Ordinance support (CAO updates are mandated). This contract for \$505,000. was anticipated and is budgeted in 1360-94175-58620-54201-20267; 0650-51100-58620-54201-20267; and 0650-30210-58620-54201-99999). Funding for this contract comes from the WA Commerce Periodic Update Grant and Planning Dept consultant funds.</li> </ol> <p>The City of Spokane and all cities and Spokane County are required to conduct a Periodic Update to the Comprehensive Plan by June 30, 2026. This periodic update requires the city to review its comprehensive plan and development regulations to bring them up to date with any relevant changes to GMA and to update the plan for revised OFM population estimates. As mandated by HB 1241 (2022) the next periodic update will occur in 2036. Changes to Climate Planning and Housing Planning made by the state legislature are being incorporated into this update.</p> <p>Climate Planning is supported by separate state funding.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	



**Narrative:** No match required; grant is deliverable based.

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? additional funding from Planning Consultant funds

**Expense Occurrence**       One-time       Recurring       N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
  - The Periodic Update to the Comprehensive Plan has an improved emphasis on engaging traditionally underrepresented communities. For Housing policy, racially disparate impact analysis, a new requirement will deepen understanding on historic impacts and potential solutions.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  - Through the environmental review Environmental Impact Statement (EIS) the city's comprehensive plan will be updated to current population forecasts. New assumptions will include analysis for impacts to climate and how this affects specific populations within Spokane. Additionally, WA Commerce provides extensive guidance on examining historic racially disparate impacts on housing. This data will help the city design comprehensive plan policies to address displacement in housing and the impacts of climate on already overburdened communities.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  - Climate planning will be integrated into the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  - Aligns with: Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. update the Comp Plan with "...climate goals." The Periodic Update will incorporate Climate planning policies.
  - Washington Commerce provides a "periodic Update Checklist for Fully-Planning Cities under GMA" to make sure that policy and development code changes bring the city into alignment with current WA state code.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  - Urban Experience agenda item October 14, 2024



**Interagency Agreement with**

**City of Spokane**

**through**

**Growth Management Services**

**Contract Number:  
25-63335-147**

**For**

**GMA Periodic Update Grant – FY2025**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 25-63335-147

**Local Government Division  
Growth Management Services  
GMA Periodic Update Grant (PUG)**

<b>1. Contractor</b> City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Financial Representative</b> Michelle Murray Director of Accounting and Grants <a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a>	
<b>3. Contractor Representative</b> Tirrell Black Assistant Director <a href="mailto:tblack@spokanecity.org">tblack@spokanecity.org</a>		<b>4. COMMERCE Representative</b> Melissa Alofaituli Senior Planner <a href="mailto:melissa.alofaituli@commerce.wa.gov">melissa.alofaituli@commerce.wa.gov</a>	
PO Box 42525 1011 Plum St. SE Olympia, WA 98504			
<b>5. Contract Amount</b> <Insert \$ Total>	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> N/A		<b>11. SWV #</b> SWV0003387-08	<b>12. UBI #</b> 328-013-877
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> Grant funding to assist the City of Spokane with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>		<b>FOR COMMERCE</b>	
Draft – do not sign			
Garrett Jones, Interim City Administrator City of Spokane  _____ Date		Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. Any equipment purchased with CCA funding through a generally visible decal.

### 3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 4. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred and sixty-two thousand, five hundred dollars (\$162,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### 5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 25-63335-147. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2024, for services and deliverables described under this Agreement.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

## **6. SUBCONTRACTOR DATA COLLECTION**

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

## **7. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## **8. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **9. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;



- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
    - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
  - B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **11. RECAPTURE**

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

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

## **12. RECORDS MAINTENANCE**

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

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

#### **14. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

#### **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

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

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

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

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

<b>Tasks &amp; Deliverables</b>	<b>Description</b>	<b>End Date</b>
Task 1	Develop periodic update work plan	
<b>Deliverable 1</b>	<b>D1: Periodic update work plan</b>	<b>June 13, 2025</b>
Task 2	Develop a public participation plan	
<b>Deliverable 2</b>	<b>D2: Public participation plan</b>	<b>June 13, 2025</b>
Task 3	Complete critical areas analysis	
<b>Deliverable 3</b>	<b>D3: Critical Areas Checklist</b>	<b>June 13, 2025</b>
Task 4	Complete comprehensive plan analysis and development regulations	
<b>Deliverable 4</b>	<b>D4: Comprehensive Plan Checklist</b>	<b>June 13, 2025</b>
Task 5	Development of SEPA alternatives for DEIS review with staff, plan commission, city council	
<b>Deliverable 5</b>	<b>D5: SEPA Strategies Memo</b>	<b>June 13, 2025</b>
Task 6	Scope Non-project Environmental Impact Statement (EIS)	
<b>Deliverable 6</b>	<b>D6: Notice of EIS Scoping and preliminary alternatives document</b>	<b>June 13, 2025</b>
Task 7	Draft EIS document	
<b>Deliverable 7</b>	<b>D7: Draft EIS document</b>	<b>June 13, 2025</b>

## Attachment B: Budget

Deliverable	SFY25 Amount
<b>D1:</b> Periodic update work plan	\$20,000
<b>D2:</b> Public participation plan	\$15,000
<b>D3:</b> Critical Areas Checklist	\$10,000
<b>D4:</b> Comprehensive Plan Checklist	\$20,000
<b>D5:</b> SEPA Strategies Memo	\$30,000
<b>D6:</b> Notice of EIS Scoping and preliminary alternatives document	\$48,750
<b>D7:</b> Draft EIS document	\$18,750
<b>Contract Total</b> (Sate Fiscal Year 2025 only)	<b>\$162,500</b>



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/1/2024

**Clerk's File #** OPR 2024-0910

**Cross Ref #** OPR 2024-0909

**Project #**

**Council Meeting Date:** 10/28/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Bid #</b>	RFQU 6026-23
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<b>Contact Name/Phone</b>	TIRRELL BLACK 6185	<b>Requisition #</b>	CR 26756
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<b>Contact E-Mail</b>	TBLACK@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	JBINGLE ZZAPPONE KKLITZKE		
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<b>Agenda Item Name</b>	0650 - PERIODIC UPDATE TO COMP PLAN 2026 – CONTRACT BERK		
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**Agenda Wording**

Contract with BERK Consulting, Inc. for consulting services for Environmental Review for Periodic Update to Comprehensive Plan and Critical Areas Ordinance regulation support (CAO updates are state mandated).

**Summary (Background)**

Planning Staff have submitted a packet for City Council consideration to initiate RCW 36.70A.130 mandated Periodic Update to the Comprehensive Plan 2026 Planning -including the following items: 1. Periodic Update Grant - Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 2 years for State's Fiscal years. Total appropriation is \$325,000. The first contract (in this packet) is for State Fiscal Year 24/25.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

No match required; grant is deliverable based.

**Amount**

**Budget Account**

Expense	\$ 162,500	# 1360-94175-58620-54201-20267
Expense	\$ 150,000	# 0650-51100-58620-54201-20267
Expense	\$ 30,000	# 0650-30210-58620-54201-99999
Expense	\$ 162,500	# 1360-94175-58620-54201-20267 (2025 amt)
Select	\$	#
Select	\$	#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

A second contract will be executed in Q3 2025 for 25/26 for balance of funds. This grant was anticipated in the budget (1360-94175-99999-33442-20267) 2. Resolution to Initiate Comprehensive Plan Periodic Update, currently mandated to be complete by June 30, 2026. 3. Periodic Update to Comprehensive Plan - Consultant Contract with BERK Consulting, Inc. for support for Environmental Review, Critical Areas Ordinance support (CAO updates are mandated). This contract for \$505,000. was anticipated and is budgeted in 1360-94175-58620-54201-20267; 0650-51100-58620-54201-20267; and 0650-30210-58620-54201-99999). Funding for this contract comes from the WA Commerce Periodic Update Grant and Planning Dept consultant funds. ...continued on Briefing Paper.

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	GARDNER, SPENCER	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	JONES, GARRETT		

**Distribution List**

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korlob@spokanecity.org	cpitsnogle@spokanecity.org
akiehn@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Planning & Economic Development
<b>Contact Name</b>	Tirrell Black
<b>Contact Email &amp; Phone</b>	<a href="mailto:tblack@spokanecity.org">tblack@spokanecity.org</a> 509-625-6185
<b>Council Sponsor(s)</b>	CMs Klitzke, Zappone, and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Periodic Update to Comp Plan 2026 – Acceptance of WA Commerce Grant for WA Fiscal Year 2024/2025
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><i>This briefing paper is 2 of 3 for Periodic Update to the Comprehensive Plan 2026.</i></p> <p>Planning Staff have submitted a packet for City Council consideration to initiate RCW 36.70A.130 mandated Periodic Update to the Comprehensive Plan 2026 Planning—including the following items:</p> <ol style="list-style-type: none"> <li>1. Periodic Update Grant – Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 2 years for State’s Fiscal years. Total appropriation is \$325,000. The first contract (in this packet) is for State Fiscal Year 24/25. A second contract will be executed in Q3 2025 for 25/26 for balance of funds. This grant was anticipated in the budget (1360-94175-99999-33442-20267)</li> <li>2. Resolution to Initiate Comprehensive Plan Periodic Update, currently mandated to be complete by June 30, 2026.</li> <li>3. <b>Periodic Update to Comprehensive Plan - Consultant Contract with BERK Consulting, Inc. for support for Environmental Review, Critical Areas Ordinance support (CAO updates are mandated). This contract for \$505,000. was anticipated and is budgeted in 1360-94175-58620-54201-20267; 0650-51100-58620-54201-20267; and 0650-30210-58620-54201-99999). Funding for this contract comes from the WA Commerce Periodic Update Grant and Planning Dept consultant funds.</b></li> </ol> <p>The City of Spokane and all cities and Spokane County are required to conduct a Periodic Update to the Comprehensive Plan by June 30, 2026. This periodic update requires the city to review its comprehensive plan and development regulations to bring them up to date with any relevant changes to GMA and to update the plan for revised OFM population estimates. As mandated by HB 1241 (2022) the next periodic update will occur in 2036. Changes to Climate Planning and Housing Planning made by the state legislature are being incorporated into this update.</p> <p>Climate Planning is supported by separate state funding.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

**Narrative:** No match required; grant is deliverable based.

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? additional funding from Planning Consultant funds

**Expense Occurrence**       One-time       Recurring       N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
  - The Periodic Update to the Comprehensive Plan has an improved emphasis on engaging traditionally underrepresented communities. For Housing policy, racially disparate impact analysis, a new requirement will deepen understanding on historic impacts and potential solutions.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  - Through the environmental review Environmental Impact Statement (EIS) the city's comprehensive plan will be updated to current population forecasts. New assumptions will include analysis for impacts to climate and how this affects specific populations within Spokane. Additionally, WA Commerce provides extensive guidance on examining historic racially disparate impacts on housing. This data will help the city design comprehensive plan policies to address displacement in housing and the impacts of climate on already overburdened communities.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  - Climate planning will be integrated into the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  - Aligns with: Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. update the Comp Plan with "...climate goals." The Periodic Update will incorporate Climate planning policies.
  - Washington Commerce provides a "periodic Update Checklist for Fully-Planning Cities under GMA" to make sure that policy and development code changes bring the city into alignment with current WA state code.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  - Urban Experience agenda item October 14, 2024



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: CLIMATE IMPACT AND RESILIENCY  
PLANNING WITH COMPREHENSIVE PLAN  
UPDATE SERVICES - PHASE II**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BERK CONSULTING, INC.**, whose address is 2200 Sixth Avenue, Suite 1000, Seattle, Washington 98121 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to conduct the Climate Impact and Resiliency Planning with Comprehensive Plan Update – Phase II; and*

*WHEREAS, the Consultant was selected from RFQu No. 6026-23 and funded from Washington State’s Climate Commitment Act for both Phase I and Phase II work.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on October 28, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

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

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

**3. SCOPE OF WORK.**

The Scope of Work for this Agreement is described in the Request for Qualifications (RFQ), RFQ Attachments and Addenda and Consultant’s Consulting Proposal, all attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

Consultant agrees to comply with the State Department of Commerce's logo requirements below:

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners. Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this Agreement shall not exceed **FIVE HUNDRED FOUR THOUSAND NINE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$504,996.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Consultant shall submit its applications for payment to City of Spokane Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

#### **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **11. INSURANCE.**

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

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

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

- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

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



subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

#### **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

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

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

**18. NO CONFLICT OF INTEREST.**

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

**19. ERRORS AND OMISSIONS, CORRECTIONS.**

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

**20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

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

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other

party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

#### **24. EXPANSION FOR NEW WORK.**

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

#### **25. MISCELLANEOUS PROVISIONS.**

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

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.



**EXHIBIT A**

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

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

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

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
  
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

# Spokane

## Additional Work – Phase 2 Growth Alternatives and EIS

*[This scope addresses the Phase 2 SEPA work, not the Phase 2 Climate Policy work.]*

BERK will lead the environmental impact statement (EIS) effort with support from Fehr & Peers (transportation) and Parametrix (utilities, natural environment). Cascadia and KAI will contribute to vetting the EIS thresholds of significance relevant to environmental justice and carrying forward the overall community and tribal engagement efforts.

The approach to key tasks is highlighted below.

### Task 0. Project Management and Coordination

The scope assumes coordination of the EIS tasks including staff and consultant meetings to review draft materials. This includes the Project Manager and Deputy Project Manager attending bi-monthly meetings to develop recommendations and review comments on scoping materials, preliminary Draft EIS and preliminary Final EIS. Subject matter experts are budgeted to join at key meetings to review documents.

### Task 1. Scope Non-project EIS

#### 1.1 SEPA Strategies Memo

BERK will develop SEPA strategies for the City's Comprehensive Plan SEPA evaluation in a memo for review by the City. The memo will address pros/cons of different types of programmatic EISs such as continuing with an integrated EIS, supplemental versus full EIS, optional SEPA exemption/facilitation strategies for future infill housing, and others. BERK will compile and note recent SEPA documentation for non-project proposals from the City and other entities relevant to the City. The initial approach assumes the EIS will address cumulative evaluations and area-specific evaluations based on the Comprehensive Plan proposals (e.g., breakouts for neighborhood planning areas or other). The memo will identify EIS topics and alternatives to be considered in scoping (see Task 1.4 below).

#### 1.2 Study Areas

BERK will identify the geographic boundaries of the evaluation for City consideration. For example, the primary study area will be the city limits. A secondary study area could be the City's water and sewer area. Within the City and the service area, neighborhoods or sub-geographies could be identified to allow the public and decisionmakers to



understand trends and proposals in each area. The Study Area will be added to the Preliminary Alternatives description in Task 1.4.

### **1.3 Trends and Targets**

BERK will summarize key frameworks for the Comprehensive Plan EIS including growth targets, land capacity, relevant legislation that post-dates Spokane's extensive housing policy work, and other factors for City review. The scope includes a summary of trends and capacities for the study area geographies identified in Task 1.2. The Trends and Targets will be presented in a set of tables and slides, and incorporated into the Task 1.4 Preliminary Alternatives Document.

### **1.4 Preliminary Alternatives Document**

BERK will assist the City in developing three growth alternatives, one of which is no action (SEPA required, growth under current plan), that can demonstrate meeting growth targets and integrating new housing strategies among other major initiatives. The scope includes developing alternatives through staff or interdepartmental workshops; the scope assumes one staff workshop with a map exercise addressing growth strategies (in person or virtual) and a follow up presentation to the team (virtual). BERK and the consultant team will advise different ways to ensure alternatives are distinct and illustrate different means to meet GMA requirements and the City's values, and will address all elements of the plan prepared by the City and consultant team. If applicable, the alternatives can include dockets or amendment requests appropriate for the Comprehensive Plan periodic update. The BERK team will support City staff in sharing draft alternatives with the public or Plan Commission at workshops such as during the scoping process in Task 1.5. BERK will coordinate the alternatives description efforts with the Land Use and Housing Element preparations.

### **1.5 Scoping Notice and Engagement:**

For City review and distribution, BERK will prepare a draft Determination of Significance and Scoping Notice, together with a supporting SEPA checklist or fact sheet indicating which topics are identified for inclusion in the scoping process and which are addressed by other local or regional requirements and SEPA documents. The Scoping Notice will initiate a comment period that could be coordinated with other community engagement efforts and strategies from the engagement plan. The scope includes three scoping meetings: one virtual meeting with agencies (tribal, federal, state, and local agencies, abutting cities, and service providers, etc.), one hybrid meeting with community partners and tribes participating in the Climate resilience efforts in Phase 1, and one in person inviting the public at large such as to an open house/workshop. The scope assumes City staff will use Consultant scoping materials to create online engagement options such as a story map or Granicus engagement effort.

**Deliverables:**

SEPA Strategies Memo

Notice of Scoping and Preliminary Alternatives Document

Staff Workshop: This scope assumes one staff workshop with a map exercise addressing growth strategies (in person is budgeted for 2-3 staff; rest virtual) and a follow up presentation to the team (virtual).

Scoping Meetings: Three scoping meetings (one virtual meeting with agencies; one hybrid meeting with community partners, which includes 1-2 staff in person and rest virtual; and one in person meeting inviting the public at large).

## Task 2. Draft Non-project EIS

The Consultant team will prepare a Preliminary Draft EIS for City review and comment (two rounds of review) and prepare final revisions in a print-check document. Following City confirmation of the print check document, it will issue a public draft EIS. BERK will prepare a draft notice of availability for City finalization and issuance. While through scoping the topics will be finalized, this scope anticipates the following environmental topics: natural environment (earth and water resources, plants and animals), air quality, land use and shoreline patterns, relationship to plans and policies, socioeconomics, public services, and utilities.

Topic	Scope
Thresholds of Significance, Climate Equity Framework	<b>(BERK/Cascadia/KAI)</b> The Consultants will develop performance metrics that allow current conditions and future alternatives to be screened for their advancement of, or hurdles to, climate vulnerability, racial equity, and displacement. This effort will provide a cohesive evaluation framework for equity and resilience while advancing EIS topics in the context of SEPA requirements.
Summary	<b>(BERK/team)</b> The EIS will convey a summary of impacts and mitigation measures, and be a central place to synthesize climate resilience/environmental justice and equity analysis.
Earth and water quality	<b>(Parametrix)</b> The evaluation will include qualitative and, where possible, quantitative analyses of impacts to earth and water quality from increased impervious surfaces, loss of open space and habitat, changes to utility and transportation networks, changes to land use, and other impacts of development, considering adopted standards and regulations such as impervious surface limits and stormwater LID practices. The analysis will address climate change impacts, especially exposure of such impacts to low-income, BIPOC, or other marginalized communities in the context of existing conditions and alternatives. In addition, the analysis will identify appropriate avoidance, minimization, and mitigation

Topic	Scope
	measures, as applicable, and a discussion of how the growth alternatives' impacts to earth and water quality relate to the City's sustainability, climate resiliency, and social equity goals.
Air quality and greenhouse gas emissions	<b>(Cascadia)</b> The Consultant will quantify emissions of air pollutants, focusing on community greenhouse gases (GHGs) associated with the Comprehensive Plan alternatives, including roadway, buildings, utility use, solid waste, and area sources. Cascadia will consider the GHG inventory and use other accepted tools and methodologies. Transportation emissions will be evaluated using VMT and average trip length outputs from the City's travel demand model by alternative. Reduction features and strategies will be assessed using qualitative or quantitative methods as appropriate.
Plants and animals	<b>(Parametrix)</b> The Consultant evaluation will include qualitative and, where possible, quantitative analyses of impacts to plants and animals from impacts to air and water quality, loss of open space and habitat, changes to land use, and other impacts of development considering adopted standards and regulations protecting natural resources such as the City's Critical Area Ordinance, Shoreline Master Program, stormwater requirements, and critical area maps. In addition, the analysis will identify appropriate avoidance, minimization, and mitigation measures, as applicable, and a discussion of how the growth alternatives' impacts to plants and animals relate to the City's sustainability, climate resiliency, and social equity goals.
Land use patterns and urban form	<b>(BERK) Land Use and Shoreline Patterns:</b> The Consultant will evaluate growth alternatives regarding changes in activity levels and compatibility of change in land use and shoreline patterns. The Consultant will reference historic land use patterns, and change over time, including cross-referencing the population, housing and job analysis regarding redlining and displacement.  <b>The Consultant</b> will address potential changes to physical conditions and views using a combination of spatial evaluation and photos. Locations to be analyzed will be targeted to provide views of important public open spaces, high-traffic corridors, and well-known landmarks based on mutual agreement with the City.
Relationship to plans, policies, and regulations	<b>(BERK)</b> The Consultant will evaluate growth alternatives regarding consistency with state GMA goals, Countywide Planning Policies, and Spokane's Comprehensive Plan including updated vision statements/guiding principles.
Population, employment, and housing	<b>(BERK)</b> The Consultant will evaluate the impact of each alternative for providing sufficient capacity to address current and projected housing needs by affordability level, as well as needs for emergency housing, emergency shelters, and permanent supportive housing. The Consultant will also evaluate capacity to accommodate projected employment growth that supports a diverse range of living-wage job opportunities. The Consultant will consider equity of outcomes.

Topic	Scope
Transportation	<p>The Consultant will build on GIS and analytic tasks undertaken by the City on the Shaping Spokane Housing efforts and Comprehensive Plan Update.</p> <p><b>(Fehr &amp; Peers)</b> The Consultant will build upon prior work with the City of Spokane and region to complete a citywide evaluation of access and mobility under different land use scenarios. To set a baseline understanding of transportation within the city, existing conditions for autos, freight, transit, active transportation, parking, and safety will be documented based on available data sources provided by the City<sup>1</sup> (for example, GIS shapefiles for pedestrian facilities, bicycle facilities, traffic volumes, arterial classification, etc. and prior reports covering topics such as collision/safety hotspots and parking inventory/utilization reports). The Consultant will leverage the latest version of the SRTC model to forecast travel demand for each of the land use alternatives. Using existing data and the relative changes predicted by the model for each alternative, the Consultant will forecast results for a variety of metrics – such as mode share and travel time – to be developed in coordination with City staff, and largely consistent with the programmatic transportation analysis completed for the previous Comprehensive Plan.<sup>2</sup> When selecting the metrics and impact criteria, the equity framework will be considered to ensure the performance measures adequately inform decision-makers and the public about the potential transportation effects on equity.</p>
Public services	<p><b>(BERK):</b> Growth under the alternatives will affect a wide variety of public services, including police protection, fire and emergency medical services, parks, and schools. The Consultant will evaluate each alternative with regard to the level of demand anticipated for each of these public services based on available system plan and service delivery studies and adopted level of service standards.</p>
Utilities	<p><b>(Parametrix)</b> The Consultant evaluation will include qualitative and, where possible, quantitative analyses of impacts to utility services, using existing City utility plans and model results, considering the anticipated needed improvements to accommodate growth and development projects under each alternative to adequately provide services and manage power, water, wastewater, and stormwater. In addition, the analysis will identify appropriate avoidance, minimization, and mitigation measures, as applicable, and a discussion of how the growth alternatives' utility impacts relate to the City's sustainability, climate resiliency, and social equity goals.</p>

<sup>1</sup> The budget assumes that no new data collection is required.

<sup>2</sup> The base budget assumes metrics are focused on city/subarea level results for trip generation, mode share, VMT, VHD, speed. Optional tasks provide additional evaluation of corridor or intersection performance standards.

**Deliverables:**

Thresholds of Significance Memo for City Review and incorporation into the Draft EIS.

Preliminary Draft EIS and Revised Preliminary Draft responding to consolidated City comments.

Print Check Draft EIS to confirm Revised Preliminary Draft EIS edits for publication and distribution by City Staff.

Draft EIS Comment Period – Project Manager attendance at a staff workshop or public meeting to identify key features of a Preferred Alternative to address in the Final EIS. Other subject matter experts will attend virtually.

## Task 3. Final EIS

The Consultant team will prepare a Final EIS including evaluating a preferred alternative and responding to comments on the Draft EIS that are relevant to the EIS alternatives and technical evaluation. The Consultant will identify a Preferred Alternative in the range of the studied alternatives in conjunction with City staff and advisory bodies. The Consultant will prepare the final EIS including a fact sheet, table of contents, draft EIS analysis, corrections as needed, description of the Preferred Alternative, and responses to comments.

This scope anticipates each section will be based on thresholds of significance defined by the team and City and will share a comparative analysis of environmental justice as well as the technical impact analysis.

**Deliverables:**

Preliminary Final EIS and Revised Preliminary Final EIS responding to consolidated City comments.

Print Check Final EIS to confirm Revised Preliminary Final EIS edits for publication and distribution by City Staff.

## Task 4. Comprehensive Plan Support

### 4.1 Comprehensive Plan Technical Writing

BERK will support the City with editorial review of Comprehensive Plan elements to apply a style guide approved by the City and ensure a common voice and readability across elements. Two rounds of review are anticipated. The effort assumes preparation of a style guide/key terms list and approximately five minutes per page on average based on the current plan chapters.

## **4.2 Critical Areas Ordinance Peer Review and Advice**

Through Parametrix, the Consultant will provide a peer review and advice on the City's approach to critical areas ordinance (CAO) amendments. This will include reviewing documents produced by the city including: CAO amendments, checklists, memos documenting their changes, and response letter to WDFW. The focus will be on identification of gaps and options to address State guidance, particularly regarding fish and wildlife habitat conservation areas. Assumptions include:

Up to five one-hour virtual meetings with City staff to discuss the critical areas ordinance.

Parametrix will provide comments in red-line strike out or develop one draft of the technical memo depending on City preference

The City will have completed the Department of Commerce Critical Areas checklist and WDFW riparian management zone checklist(s), including the Natural or Environmental Element section of the Puget Sound National Estuary Program supplement checklist.

The City will have drafted proposed amendments to their critical areas ordinance, a draft memo to document key updates, and draft response letter to WDFW.

Changes to other parts of city codes or policies that are not within Spokane's critical areas ordinance will be the responsibility of the City.

All cities automatically qualify for a one-year extension to update their CAO. If the City chooses to take advantage of this extension, or if there are other delays beyond December 31, 2026, more funds may be needed.

This scope does not include attendance (on-line or in-person) of public meetings such as Planning Commission, or support for the City should there be an appeal of the ordinance.

### **Deliverables:**

Style Guide and Peer review of City Chapters (two rounds).

Peer review of Critical Areas regulations developed by City staff as listed above.

Up to five one-hour virtual meetings with City staff to discuss the critical areas ordinance.

# Cost Estimate

Based on the approximate scope and level of effort, the cost estimate appears below.

	Summary by Subtask (Hours and Task Cost)	Subtotals by Major Task (Labor + Expenses)
<b>2024 Hourly Rate</b>		
<b>Phase 2 SEPA</b>		
<b>Management and Coordination</b>		
Project Management and Ongoing Coordination	\$38,610	
<b>Subtotal</b>	<b>172</b>	<b>\$38,610</b>
<b>SEPA Strategies and Alternatives</b>		
<i>SEPA Strategies</i>	\$3,640	
<i>Study Area Definition</i>	\$2,900	
<i>Trends and Targets</i>	\$14,160	
<i>Alternatives</i>	\$20,680	
<b>Subtotal</b>	<b>206</b>	<b>\$41,380</b>
<b>Scoping</b>		
<i>Scoping and Engagement</i>	\$50,216	
<b>Subtotal</b>	<b>268</b>	<b>\$50,216</b>
<b>EIS</b>		
<i>Preliminary</i>		
<i>Thresholds/ Climate and Equity Framework</i>	\$10,424	
<i>Summary, Front Matter, References</i>	\$15,474	
<i>Earth and Water</i>	\$12,253	
<i>Air Quality</i>	\$24,640	
<i>Plants and Animals</i>	\$12,253	
<i>Land Use Patterns</i>	\$15,000	
<i>Plans and Policies</i>	\$8,880	
<i>Population, Employment, Housing</i>	\$15,000	
<i>Transportation</i>	\$96,600	
<i>Public Services</i>	\$11,640	
<i>Utilities</i>	\$22,145	
<i>Draft</i>	\$42,696	
<i>Final</i>	\$56,394	
<b>Subtotal</b>	<b>1798</b>	<b>\$343,400</b>
<b>Comprehensive Plan Support</b>		
<i>Comprehensive Plan Technical Writing</i>	\$9,400	
<i>Critical Areas Ordinance Peer Review and Advice</i>	\$14,020	
<b>Subtotal</b>	<b>132</b>	<b>\$23,420</b>
<b>Total Estimated Hours</b>	<b>2576</b>	
<b>Cost (Hours*Rate)</b>	<b>\$497,026</b>	
	<b>Subtotal Consultant Labor Cost</b>	<b>\$497,026</b>
	<b>Project Expenses at ~1% of Project Budget</b>	<b>\$4,470</b>
	<b>Translation, Stipends</b>	<b>\$3,500</b>
	<b>Estimated Project Total</b>	<b>\$504,996</b>
	<b>Share by Firm</b>	
	<b>BERK</b>	\$203,790
	<b>Cascadia</b>	\$56,480
	<b>KAI</b>	\$15,869
	<b>Parametrix</b>	\$99,326
	<b>Fehr &amp; Peers</b>	\$121,560
	<b>Travel, Printing, Delivery</b>	\$4,470
	<b>Translation, Stipends</b>	\$3,500
	<b>Total</b>	<b>\$504,996</b>

*Notes: The estimated scope and cost for KAI is estimated by BERK based on example scopes.*





**EXHIBIT B**



CITY OF SPOKANE - PURCHASING  
 & CONTRACTS  
 915 N. Nelson St.  
 Spokane, Washington 99202  
 (509) 625-6400

# REQUEST FOR QUALIFICATIONS

<p><b><u>RFQu NUMBER:</u> 6026-23</b></p> <p><b><u>RFQu TITLE:</u> Climate Impact and Resiliency Planning with Comprehensive Plan Update Services</b></p> <p><b><u>RFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</b></p> <p><b><u>PRE-PROPOSAL CONFERENCE:</u> None</b></p> <p><b><u>QUESTION DEADLINE:</u> MONDAY, DECEMBER 11, 2023      <u>TIME:</u> 1:00 P.M.</b></p>	<p><b><u>PROPOSAL DUE DATE:</u> MONDAY, DECEMBER 18, 2023      <u>TIME:</u> 1:00 P.M.</b></p> <p><b><u>PROPOSAL SUBMITTAL:</u></b>                  All Proposals shall be submitted electronically through the ProcureWare online procurement system portal:  <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> by the due date and time.</p>
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# 1. GENERAL INFORMATION

## 1.1 COMMUNICATION

All communication between the Proposer and the City of Spokane (hereinafter “City”) shall be with the Request for Qualifications Coordinator and submitted through the ‘Clarifications’ tab in the City’s online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

## 1.2 BACKGROUND AND PURPOSE

The City, through its Planning and Environmental Programs Departments is initiating this Request for Qualifications (hereinafter “RFQu”) to solicit Proposals from Firms to provide climate impact and resiliency planning with comprehensive plan updating work. Legislation passed and signed into law in 2023 (HB 1181) adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements. The focus of this RFQu is the development of the climate resilience sub-element for the City of Spokane, which must include goals and polices to improve climate preparedness, response and recovery efforts. Climate elements must support communitywide climate resilience, environmental justice, and equity. The major steps will include exploring climate impacts; auditing plans and policies; assessing vulnerability and risk; and developing new goals and policies to integrate into the City’s comprehensive plan. The City intends to initially enter into a contract with the selected Firm to complete the Phase 1 work as described in Section 2.2. Upon completion of the Phase 1 work, the City at its sole discretion may choose to amend the contract to include the additional Phase 2 work. Unknown additional work may be added to the contract by amendment as well.

Both phases of work will be funded by the WA Department of Commerce through the climate planning grant and periodic update grant. The climate planning work will align with the City’s comprehensive plan periodic update, including the environmental impact statement, which is due June 2026.

## 1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have a minimum of three (3) years of experience in: growth management planning; land use, transportation, capital facilities and utilities and parks planning; public participation including environmental justice and tribal engagement; climate impacts and climate justice; auditing of plans and policies for climate gaps and opportunities; assessing climate vulnerabilities and risk; developing resiliency goals and policies; and developing environmental impact statements with applications of environmental justice. Sub-contractors can be included to meet minimum requirements. The Firm will document within their Proposal how they meet the minimum requirements listed above. See Part 3 “Proposal Contents” for information.

## 1.4 CONTRACT PERIOD

Any contract resulting from this RFQu will be three (3) years. Contract is renewable for two (2) additional one-year periods.

## 1.5 ADDENDA

It is the responsibility of Proposers to check the City’s online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

## 1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

## 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question deadline	12/11/2023 – 1:00 p.m.
Proposals due	12/18/2023 – 1: p.m.
Evaluation, Negotiation, and Award	Mid-December, 2024 to Mid-March, 2024
Begin contract work	March, 2024

**The City reserves the right to revise the above schedule.**

## 1.8 DEFINITIONS

Definitions for the purposes of this RFQu include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**Request for Qualifications (RFQu)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

## 2. SCOPE OF SERVICES

### 2.1 SCOPE OF SERVICES SUMMARY

Governor Inslee signed HB 1181 into law (Chapter 228, Laws of 2023) on May 3, 2023. The new law integrates climate planning into the Growth Management Act (GMA). This scope of services is intended to help the City fulfill the requirements as identified in the Washington Department of Commerce’s climate planning guidance. Scope may be expanded by amendment for Phase 2 work and for related work based on future unknown needs.

### 2.2 SCOPE OF SERVICES

At a minimum the City is looking for a qualified consulting Firm or a combination of Firms to help the City address the following:

<b>Task, Steps, Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Phase 1</b>	<b>Climate Resiliency</b>		
<b>Step 1</b>	<b>Project Start-up</b>	<b>Nov 2023</b>	<b>Apr 2024</b>
<b>Task 1.1</b>	<b>Form Climate Policy Advisory Team</b>	<b>Jan 2024</b>	<b>Feb 2024</b>
<b>Task 1.2</b>	<b>Develop Engagement Strategy:</b> <ul style="list-style-type: none"> <li>• Environmental Justice</li> <li>• Tribal Engagement</li> </ul>	<b>Feb 2024</b>	<b>Apr 2024</b>
<b>Deliverable A1</b>	<b>Community Engagement Plan and Program</b> <ul style="list-style-type: none"> <li>• *Engagement continues throughout process</li> </ul>		<b>Apr 2024</b>
<b>Step 2</b>	<b>Explore Climate Impacts &amp; Climate Justice</b>	<b>Mar 2024</b>	<b>July 2024</b>
<b>Task 2.1</b>	<b>Review relevant plans and data sources on climate hazards</b>	<b>Mar 2024</b>	<b>Mar 2024</b>
<b>Task 2.2</b>	<b>Identify social, economic, and environmental assets</b>	<b>Apr 2024</b>	<b>May 2024</b>
<b>Task 2.3</b>	<b>Identify vulnerable communities and environmental health disparities</b>	<b>Apr 2024</b>	<b>May 2024</b>
<b>Task 2.4</b>	<b>Identify priority climate hazards and climate justice concerns</b> <b>Conduct community survey on climate impacts and experiences</b>	<b>May 2024</b>	<b>June 2024</b>
<b>Deliverable A2</b>	<b>Climate Analysis Impacts and Climate Justice Memo</b>		<b>July 2024</b>
<b>Step 3</b>	<b>Audit Plans and Policies</b>	<b>June 2024</b>	<b>Aug 2024</b>
<b>Task 3.1</b>	<b>Review existing comprehensive plan policies for climate gaps and opportunities, climate justice</b>	<b>June 2024</b>	<b>Aug 2024</b>
<b>Deliverable A3</b>	<b>Policy Gap Analysis Memo</b>		<b>Sept 2024</b>
<b>Step 4</b>	<b>Assess Climate Vulnerability and Risk</b>	<b>July 2024</b>	<b>May 2025</b>
<b>Task 4.1</b>	<b>Conduct Climate Vulnerability and Risk Assessment</b> <ul style="list-style-type: none"> <li>• Climate change trends and projections</li> <li>• Social and economic climate vulnerability</li> <li>• Physical vulnerability</li> <li>• Assess sensitivity and capacity</li> <li>• Characterize vulnerability and risk</li> <li>• Climate resilience and justice opportunities</li> </ul> <b>Community engagement</b>	<b>July 2024</b>	<b>Mar 2025</b>
<b>Task 4.2</b>	<ul style="list-style-type: none"> <li>• Identify climate vulnerability priorities</li> </ul>	<b>Mar 2024</b>	<b>May 2025</b>
<b>Deliverable A4</b>	<b>Climate Vulnerability and Risk Assessment Report</b>		<b>June 2025</b>
	<b>End of 2023-2025 Biennium</b>		<b>June 15, 2025</b>

Upon completion of the above Phase 1 scope of work, the City, at its sole discretion, may choose to amend the contract to include the following additional Phase 2 scope of work: (NOTE: Phase 2 work is not limited to this table, but provided for general information and understanding. Additional work such as growth alternatives and environmental review may also be included in phase 2 work)

<b>Task, Steps, Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Phase 2</b>	<b>Climate Resiliency</b>		
<b>Step 5</b>	<b>Develop Draft Resilience Goals and Policies</b>	<b>June 2025</b>	<b>Dec 2025</b>
<b>Task 5.1</b>	<b>Develop draft climate resilience goals and policies</b>	<b>June 2025</b>	<b>Sept 2025</b>
<b>Task 5.2</b>	<b>Evaluate measures for climate justice</b>	<b>Sept 2025</b>	<b>Oct 2025</b>
<b>Task 5.3</b>	<b>Identify policy co-benefits and recommended actions for climate justice</b>	<b>Oct 2025</b>	<b>Dec 2025</b>
<b>Deliverable A5</b>	<b><i>Draft Resilience Goals and Policies, Climate Justice Outcomes Memo</i></b>		<b><i>Jan 2026</i></b>
<b>Step 6</b>	<b>Environmental Justice Assessment</b>	<b>Sept 2025</b>	<b>Dec 2025</b>
<b>Task 6.1</b>	<b>Conduct environmental justice assessment of draft comprehensive plan</b>	<b>Sept 2025</b>	<b>Dec 2025</b>
<b>Deliverable A6</b>	<b><i>Environmental Justice Assessment Memo</i></b>		<b><i>Jan 2026</i></b>
<b>Step 7</b>	<b>Integrate Resilience Goals and Policies</b>	<b>Jan 2026</b>	<b>Apr 2026</b>
<b>Task 7.1</b>	<b>Finalize resilience goals and policies</b>	<b>Jan 2026</b>	<b>Mar 2026</b>
<b>Task 7.2</b>	<b>Develop integrated matrix of goals and policies across elements</b>	<b>Mar 2026</b>	<b>May 2026</b>
<b>Deliverable A7</b>	<b><i>Final Matrix of Resilience Goals and Policies</i></b>		<b><i>June 15, 2026</i></b>

Include phase 2 work in your Proposal Content found in the following Part 3.

### 3. PROPOSAL CONTENT

#### 3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal. The Proposal may be no longer than twenty (20) pages, counting one page per side (10 sheets total). Font size must be 12-pt or greater. Resumes and Letter of Submittal do not count toward final page count.

#### 3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications identified in Paragraph 1.3 "Minimum Qualifications".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

### **3.3 TECHNICAL PROPOSAL**

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.

### **3.4 MANAGEMENT PROPOSAL**

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Explain and provide documentation of how Firm meets the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications". Provide specific description of experience including number of years for the following areas:

- Growth management planning
- Land use
- Transportation
- Capital facilities and utilities and parks planning
- Public participation including environmental justice and tribal engagement
- Climate impacts and climate justice
- Auditing of plans and policies for climate gaps and opportunities
- Assessing climate vulnerabilities and risk
- Developing resiliency goals and policies
- Developing environmental impact statements with applications of environmental justice.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of



authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City's online procurement system portal: <https://spokane.procureware.com> by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as

finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

**4.3 EVALUATION SCORING**

The Proposal will be evaluated as follows:

<b>TECHNICAL PROPOSAL – 50%</b> Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	50 Points (Maximum) 50 Points (Maximum)	100 points
<b>MANAGEMENT PROPOSAL - 50%</b> Firm and Staff Experience/Qualifications/Capabilities/ Project Team/Allocation of Resources	100 Points (Maximum)	100 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>200 POINTS</b>

**4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT**

This RFQu does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

**5. GRANT REQUIREMENTS**

This effort will be funded by the Department of Commerce Climate Planning Grant and periodic update grant. The grant requirements are the deliverables shown in section 2.2 above. Additional grant money may be added at a later date. Federal grant language is included in Attachment 2 – Terms and Conditions

**6. RFQu ATTACHMENTS**

Attachment 1 – Terms and Conditions

Attachment 2 – Certification Regarding Lobbying Form



December 7, 2023

## ADDENDUM NO. 1

### REQUEST FOR QUALIFICATIONS #6026-23 – Climate Impact and Resiliency Planning with Comprehensive Plan Update Services

This Addendum 1 to the above identified Request for Qualifications is being issued to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

1. **Q:** Does the City anticipate issuing a subsequent RFP/RFQu for assistance with 2026 Comprehensive Plan periodic update tasks not related to the climate and resiliency planning tasks outlined in this RFQu?

**A:** The City of Spokane does not anticipate issuing an additional RFP/RFQ for 2026 Comprehensive Plan periodic update tasks. It is anticipated that this is an inclusive RFQu, this includes tasks not related to climate/resiliency planning. These are expected to occur in Phase 2. A scope and a budget would be generated at that time.

For additional information, see last paragraph of Section 1.2, first paragraph of Section 2.2, and Part 5 "Grant Requirements" (Grant Requirements, Periodic Update Grant). It is expected that Proposals will highlight the Firm's experience in all areas the City of Spokane is seeking support in as outlined in Section 3.4 "Management Proposal".

2. **Q:** Is the City able to share a budget for the project?

**A:** The current process is to select a Firm based on qualifications. After selection of Firm, a final scope and budget will be developed.

3. **Q:** Per Page 2, Section 1.2 Background and Purpose. Is the Firm responsible for updating sections of the City's comprehensive plan with relevant resilience information or is the vendor solely responsible for developing a standalone Resilience Element to be integrated into the City's comprehensive plan?

**A:** The City envisions the Risk and Vulnerability assessment to be completed first which will include a prioritized list that will be utilized in the next steps to determine which goals are added within the Comp Plan.

Significant Comp Plan work will occur under phase 2.

4. **Q:** Per Page 2, Section 1.2 Background and Purpose. Is there a required dataset that should be used to address social, environmental justice, and equity (e.g., CDC SVI, Justice 40, etc.)?

**A:** While the City of Spokane does not have an adopted data set, we however did use the CDC SVI for the displacement analysis in the housing action plan. We would expect Firms to include their recommendations within their Proposal.

5. **Q:** Per Page 2, Section 1.2 Background and Purpose. Does the Growth Management Act climate require a goal and policy per impacted asset, per hazard of concern, etc.?

**A:** The City intends to follow the Washington Commerce Climate guidance.

6. **Q:** Per Page 4, Section 2.2. Scope of Services. If GIS data is submitted as a deliverable, are there any metadata requirements for the GIS data created for the City?

**A:** This detail will be addressed during the scoping phase after a Firm has been selected.

7. **Q:** Per Page 3, Paragraph 1.7 Estimated Schedule of Procurement Activities. Considering the limited amount of time between the clarification deadline and the response deadline, would the City consider extending the final response deadline to allow Firms time to incorporate the City's answers into their Proposals?

**A:** The City is aware of the tight timeline but sees value in staying with this timeline. The City is sending answers to questions asked to date to assist Proposers. A second Addendum will be posted for any new questions submitted.



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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

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Company

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Authorized Signature



**December 12, 2023**

## **ADDENDUM NO. 2**

### **REQUEST FOR QUALIFICATIONS #6026-23 – Climate Impact and Resiliency Planning with Comprehensive Plan Update Services**

This Addendum 2 to the above identified Request for Qualifications is being issued to extend the due date for submitting Proposals and to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

- 1. The due date for submitting Proposals has been extended. The due date is now MONDAY, January 8, 2024 – 1:00 P.M. local time.**
- 2. Q:** Can you share any recent utilities plans/reports?

**A:** City of Spokane Water System Plan 2023 can be viewed at:

<https://static.spokanecity.org/documents/publicworks/water/2023-water-system-plan-final.pdf>

City of Spokane other recent reports, including Greenhouse Gas Inventory can be viewed:

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

- 3. Q:** Can the City please clarify what is included in the comprehensive plan work that will occur under Phase two? The City’s response to Question number three in Addendum Number 1 states, “significant comprehensive plan work will occur under phase 2,” while the phase 2 table in Section 2.2. of the RFQu only speaks to establishing climate focused goals and conducting an environmental justice assessment.

**A:** The City of Spokane is a 2026 Periodic Update community per GMA. The Climate Element work has some standalone sub-elements, such as the Risk & Vulnerability Report, but the climate element must be integrated into the Periodic Update work which will include, but is not limited to, the Land Use Chapter, Transportation Chapter, and Capital Facilities and Utilities Chapters. The task of developing an integrated matrix of climate goals and policies across the elements as one outcome of the comp plan work in Phase 2. In addition, the City is committed to undertaking an EIS for its 2026 Periodic Update. The current City of Spokane Comprehensive Plan and EIS can be viewed here: <https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

- 4. Q:** Given the clarification on the inclusion of the comprehensive plan update as part of this climate resilience RFQ, is it possible to extend the proposal deadline?

**A:** Yes. The deadline for submitting Proposals is now MONDAY, January 8, 2024 – 1:00 P.M. local time.

*Connie Wahl*

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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Authorized Signature**

# ATTACHMENT 1

## REQUEST FOR QUALIFICATIONS - TERMS AND CONDITIONS

### 1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### 2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in response to this Request for Qualification (Hereinafter "RFQu") shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

### 3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### 4. REVISIONS TO THE RFQu

In the event it becomes necessary to revise any part of this RFQu or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procurement.com>.

The City also reserves the right to cancel or reissue the RFQu in whole or in part, prior to final award of a contract.

## **5. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

## **6. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQu, in conduct of a presentation, or any other activities related to responding to this RFQu.

## **7. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## **8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## **9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

## **10. NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

## **11. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration,



it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## **12. COMPOST POLICY**

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

## **13. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **14. ANTI-KICKBACK**

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

## **15. DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

## **16. TERMINATION**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **17. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **18. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **SPECIFIC GRANT RELATED LANGUAGE**

### **19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

### **20. CERTIFICATION REGARDING LOBBYING**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Qualification by reference as Attachment 2 “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress

in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **21. DOMESTIC PREFERENCE**

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **22. CLEAN AIR ACT**

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **23. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQu may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **24. MAINTENANCE OF RECORDS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQu may be required to conform to the applicable requirements of Federal, State and local laws and ordinances.

## **25. CONFERENCE ROOMS**

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

## **26. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)**

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

## **27. TITLE VI STATEMENT**

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503





## 3.2 Letter of Submittal

January 8, 2024

Attn: Connie Wahl, RFP Coordinator  
City of Spokane Purchasing Department  
**SENT VIA PROCUREMENT PORTAL**

**RE: RFQu 6026-23**

**Spokane Climate Impact and Resiliency Planning with Comprehensive Plan Update | QUALIFICATIONS**

Dear Connie and the Consultant Selection Panel:

**BERK Consulting, Inc.**, along with our partners **Cascadia Consulting Group, Fehr & Peers, Parametrix Inc., and Kauffman & Associates, Inc.**, are pleased to submit our qualifications and proposals for the City of Spokane Climate Impact and Resiliency Planning with Comprehensive Plan Update Services. Our combined expertise in land use and comprehensive planning, climate vulnerability assessment and climate policies, programmatic environmental impact statements, and Tribal engagement make us ideally suited to support the City in this effort.

The primary point of contact for this project will be Lisa Grueter, AICP, a Principal at BERK and the proposed Project Manager. She has over 35 years of experience leading complex planning projects across the state. Our team, while covering many different subject areas, has experience working together both cohesively and collaboratively, and will provide a seamless experience for the City. Our shared project experience includes work with the Department of Commerce on the Model Climate Element, comprehensive plan updates for communities working on their 2024 updates, including the Climate Sub-Element, and other planning projects across the state and Eastern Washington.

As required in the RFQu Section 3.2, we have included the following information:

- a. **Firm Information.** BERK Consulting, Inc. 2200 Sixth Avenue #1000 Seattle, WA 98121, (206) 324-8760. Project Manager/Contract Signer: Lisa Grueter, AICP, Principal, [lisa@berkconsulting.com](mailto:lisa@berkconsulting.com)
- b. **Legal Status.** BERK is an s-corporation incorporated in Washington State in 1988. We operate from our sole office location listed above.
- c. **Current or Former Employees Employed by Agency.** BERK has no current or former staff who were employed by the City of Spokane in the past 12 months.
- d. **Minimum Qualifications.** BERK confirms that our proposed team meets the Minimum Qualifications outlined in Paragraph 1.3 of the RFQu.
- e. **Acknowledgment of Terms.** We confirm that we will comply with all terms and conditions set forth in the RFQu.

We look forward to discussing this project with you in detail. In the interim, more information about our firm, approach, team, and client satisfaction can be found on our website: [www.berkconsulting.com](http://www.berkconsulting.com).

Sincerely,

Lisa Grueter, AICP, Principal  
**BERK Consulting, Inc.**

## 3.3 Technical Proposal

### A. Project Understanding

The City of Spokane, with a vision of “an exceptional sense of community, healthy environment, and high quality of life,” and the second largest city in Washington, is leading the state in ambitious community planning efforts. The City has:

- Created a clear and graphically rich 12-chapter Comprehensive Plan with an integrated environmental impact statement.
- Implemented its Housing Action Plan with an initiative of Building Opportunity for Housing and middle housing codes to address acute community needs for affordable and attainable housing.
- Adopted an urban forestry goal of 30% tree canopy cover by 2030 across all neighborhoods.
- Adopted a new Parks and Natural Lands Master Plan in 2022.
- Coordinated utility and transportation planning through Link Spokane and has created multimodal transportation plans.
- Prepared a new water system plan in 2023 including a climate assessment.
- Developed a community and operations greenhouse gas emissions inventory.

Now the City desires to address HB 1181 to integrate climate planning into the Comprehensive Plan.

- In **Phase 1** the team will evaluate climate impacts and climate justice, audit plans, and assess climate vulnerability and risk.
- The work in Phase 1 will lead to **Phase 2** Comprehensive Plan resilience goals and policies. Additionally, the City desires to address environmental justice in the Comprehensive Plan and to evaluate growth alternatives in an Environmental Impact Statement (EIS).

The BERK team is well suited to integrate climate resilience and environmental justice into the Comprehensive Plan and to support alternatives and strategies to prepare an EIS by 2026, with our experience in the following communities:

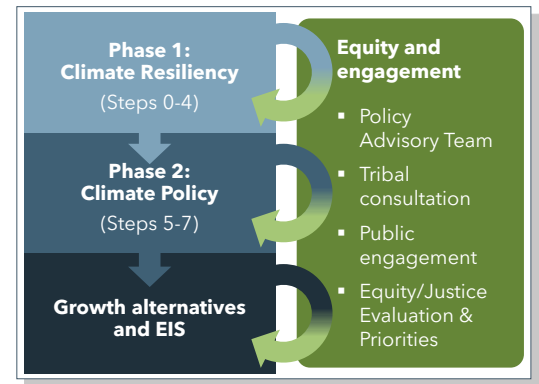
Qualification	Examples
<b>Developing climate vulnerability assessments that provide an understanding of assets, risks, and strategies. (Cascadia and BERK)</b>	Bellevue, Burien, Covington, Redmond, Renton, Seattle, Vancouver, Kitsap, Pierce, and Snohomish Counties
<b>Developing and Testing Commerce’s Climate Resilience guidebook with pilot jurisdictions. (Cascadia and BERK)</b>	Pullman, Woodland, Port Angeles
<b>Creating Climate Change and Resilience Elements for communities using new state guidance (BERK and Cascadia)</b>	Bothell, Burien, Covington, Kenmore, Lakewood, Renton, Sumner, Vancouver
<b>Creating equitable engagement plans and conducting targeted engagement with long-term community relationships in mind. (Cascadia, KAI, and BERK)</b>	Bellevue, Bothell, Burien, Kenmore, Lakewood, Port Angeles, Renton, Seattle, Shoreline, Spokane, Tacoma, Vancouver, and Clark, King, Kitsap, Snohomish, Thurston, and Whatcom Counties, and Bureau of Indian Affairs
<b>Consulting with tribes in meaningful community planning efforts. (KAI, Cascadia)</b>	Coeur D’Alene Tribe, Confederated Tribes of Grand Ronde, Jamestown S’Klallam Tribe, Makah Tribe, Port Gamble S’Klallam Tribe, Puyallup Tribe, Tulalip Tribes, and Yakama Nation
<b>Integrating climate resilience and environmental justice objectives into the evaluation of growth alternatives and Environmental Impact Statements. (BERK, Fehr &amp; Peers, Parametrix)</b>	Redmond 2050 Comprehensive Plan, Seattle Comprehensive Plan EIS, Seattle Industrial and Maritime Strategy EIS, Snohomish County Comprehensive Plan 2024, Vancouver Comprehensive Plan Update, and Lower Green River Corridor Flood Hazard Management Plan
<b>Working as an extension of staff to develop Comprehensive Plans, Subarea Plans, Housing and Economic Development Strategies, Transportation Master Plans, System Plans (Parks, Utilities), Urban Growth Area studies, Development Regulations, and more. (BERK, Fehr &amp; Peers, Parametrix)</b>	Battle Ground, Bothell, Burien, Chelan, Chelan County, Covington, Douglas County, East Wenatchee, Everett, Grant County, Kennewick, Lakewood, Leavenworth, Maple Valley, Moses Lake, Othello, Pasco, Richland, Pierce County, Pullman, Snohomish County, Sumner, Spokane, Spokane Valley, Tacoma, Walla Walla, Wenatchee, West Richland, Yakima

## B. Work Plan

Our Work Plan addresses Phase 1 Climate Resiliency, Phase 2 Climate Policy, and additional Phase 2 Growth Alternatives and Environmental Review. Each phase will have engagement and evaluation feedback loops so each step builds on the other.

### Phase 1 – Climate Resiliency

Cascadia will lead Phase 1. Cascadia will develop an overall climate community engagement plan and lead the climate vulnerability assessment. Tribal engagement will be led by KAI. Team subject matter experts will audit plans and assess climate vulnerability and risks for key subjects: BERK (climate vulnerability spatial evaluation, and land use, capital facilities, parks, and other public services), Fehr & Peers (transportation), and Parametrix (utilities, natural environment). This vulnerability and policy audit work will carry into Phase 2 with Comprehensive Plan policy and environmental justice recommendations, and the EIS evaluation of alternatives.



### Step 1 Project Start-up

#### Task 1.0 Project Management and Ongoing Coordination

- **Objective:** Create shared project objectives and establish ongoing communication protocols.

In collaboration with the City staff, our team will design and facilitate a project kick-off. This meeting will introduce core project team members, clarify key project questions, and develop a communication plan and project charter for Steps 1 and 2 and expanded Plan/EIS services. At the kick-off meeting, we suggest an agenda covering:

- Objectives for climate and environmental justice, community engagement, and tribal coordination (i.e., identifying key audiences, messages, and approaches to inform engagement plan);
- List of Inventory documents and plans for auditing in Step 3;
- A rhythm for regular project check-ins between staff and consultant team members; and,
- Schedule of periodic work sessions with interdepartmental staff to identify assets and priorities in Step 2.

**DELIVERABLES:** Project Charter, kick-off meeting notes, inventory documents list, schedule of project check ins and interdepartmental team meetings.

#### Task 1.1 Form Climate Policy Advisory Team

- **Objective:** Form an interdisciplinary body to share climate information and provide recommendations on areas of focus.

We will work with the City's project management team as part of the kick-off and engagement plan development to recommend the membership and schedule for a Climate Policy Team (Task 1.2 below). Depending on City preferences and needs, Spokane could form a single advisory team or establish both an internal technical team and an external community partners team. Members could include planners and public works professionals, community members, and leaders within overburdened communities that are most impacted by the changing climate conditions.

#### Task 1.2 Develop Engagement Strategy

- **Objective:** Integrate meaningful engagement in each phase fitting with the city motto "in Spokane we all belong."

Together with City staff, we will create an engagement strategy that can be adaptively managed over the life of the project, pivoting our approach as needed to help ensure that we are learning from all the necessary perspectives. We will coordinate with the City to fulfill the City’s language access resolution. A graphic representation of objectives and example engagement methods is shared below.

### Conceptual Engagement Process



### Engagement, Climate and Environmental Justice

As part of the Climate Element planning effort, we will partner with City staff in developing and implementing an **engagement strategy** focused on public engagement requirements by the State grant. This engagement could build on past climate efforts and natural hazards planning efforts, new/existing key issues, and city vulnerabilities.

Importantly, we will ensure that the engagement plan has a strategy to include **traditionally underserved and vulnerable populations**, disproportionately left out of planning processes and affected by climate impacts. Considerations include:

- Workshops or listening sessions in partnership with community organizations.
- Interpretation and translation of engagement materials (e.g., surveys, 1-pagers).
- One-on-one meetings with tribal leaders in Spokane.

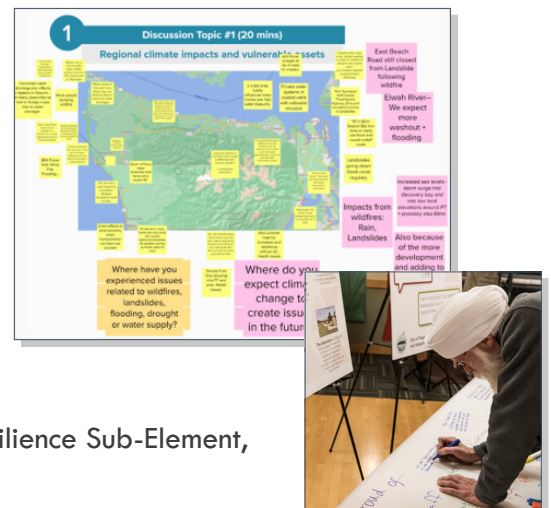
While the details of engagement will be determined during the planning process, it could include key engagement touchpoints with the community such as:

- Help identify and prioritize community assets of focus for the Resilience Sub-Element, such as through a survey;
- During the Vulnerability Assessment process help identify key vulnerabilities and risks, such as through listening sessions or focus groups;
- While drafting climate goals and policies to vet ideas and solicit feedback, such as through workshops, focus groups, or public events; and
- Upon release of the draft Climate Element and HB 1181 related element amendments to allow for public comment, such as through an online open house.

### Tribal Engagement

Led by KAI, our team will coordinate with the City staff responsible for tribal consultation. KAI will:

- Lead engagement activities with Tribal community leaders, employees, and Tribal organizations.
  - Activities will range from one-on-one conversations to community forums and discussions, depending on community preferences.



- Emphasis is on climate impacts & experiences around key sectors (i.e., health, infrastructure, etc.) and on ideas for resilience actions (either from existing, relevant plans or from folks through engagement).
- Provide or gather technical knowledge for climate impacts and policy considerations for Tribes (especially climate and health intersections). Can include things like:
  - Tribal document review to identify climate/health intersections.
  - Review project climate impacts and proposed policy approaches to make sure tribal perspectives identified via engagement and own expert knowledge are reflected.

**DELIVERABLE:** Community Engagement Plan and Program for continuous improvement.

## **Step 2 Explore Climate Impacts & Climate Justice**

Our team will generate a list of 1) key climate hazards and impacts, 2) physical, social, and environmental assets, pulling from the City’s Comprehensive Plan, Hazard Mitigation/Emergency Plans, and other relevant plans, and 3) vulnerable communities and health disparities leveraging ongoing work by city, university, and other entities. This initial identification of hazards, assets, and vulnerable communities will be vetted by City of Spokane staff, key stakeholders, and tribal representatives.

### **Task 2.1 Review relevant plans and data sources on climate hazards**

- **Objective:** Understand climate change trends and stressors relevant to Spokane. Leverage available plans, studies, and resources such as Natural Hazards Plans, health indicators, etc.

We will review and inventory relevant science-based climate change methodologies and data sources, including vulnerability assessments, modeling studies, and best practices to identify climate exposure and trend information relevant to Spokane. Data and available work from other entities (see spatial mapping in Step 4) would be leveraged where possible.

We will accomplish our review drawing upon our strong understanding of potential hazards and changes in the climate, having worked on dozens of local climate action and sustainability plans throughout the region. The team also recently authored the Northwest chapter of the Fifth National Climate Assessment, and supported Commerce in the piloting and development of its climate resilience guidance (including using the new statewide climate impacts mapping tool in collaboration with the University of Washington Climate Impacts Group).

### **Task 2.2 Identify social, economic, and environmental assets**

- **Objective:** Identify community assets that Spokane community members value and want to protect.

Informed by city staff and community engagement, tribal engagement, and plan review (Task 2.1), we will identify community social, economic, and environmental assets in Spokane such as community groups, places, natural resources, infrastructure, and services. These can be added to spatial mapping in Step 4.

### **Task 2.3 Identify vulnerable communities and environmental health disparities**

- **Objective:** Identify communities that are experiencing health disparities in Spokane and that may be more sensitive to climate stressors.

We will identify health and socioeconomic conditions, trends, and disparities based on available information (e.g. Washington Health Tracking Network, Gonzaga University Northeast Community Center initiatives, City’s Displacement Risk Analysis, CDC Places data, Clean Air Agency, other). We will vet the information with the advisory team in Step 1 and we will integrate relevant indicators in Step 4.

### **Task 2.4 Identify priority climate hazards and climate justice concerns.**

- **Objective:** Based on the assessment of exposure and consequences identify key exposures and priorities.



Considering early engagement results we will develop a community survey to identify community resilience goals and climate impacts and experiences to understand experiences of community members and hear stories that can add depth or meaning to other climate data explorations. We will deploy the survey online translated to multiple languages and work with community partners on its distribution. We will follow a Language Access Plan per SMC Ch18.11.

**DELIVERABLE:** Climate Analysis Impacts and Climate Justice Memo.

### Step 3 Audit Plans and Policies

#### Task 3.1 Review existing comprehensive plan policies for climate gaps and opportunities, climate justice

- **Objective:** Establish a strong planning foundation through auditing and summarizing existing climate-related City plans, policies, and regulations.

We will apply Commerce’s Climate resilience guidance and audit plans for HB 1181 consistency. While we will confirm the list of relevant planning documents with the City, we anticipate the following plans would be considered:

- Spokane Comprehensive Plan
- Spokane Shoreline Master Program
- Spokane emergency and disaster planning and natural hazards mitigation planning
- Other system and master plans

Cascadia and BERK supported development of Commerce’s Climate Resilience guidebook, streamlining this step and allowing for seamless integration into this planning process. We will organize the review into a comprehensive database that clearly identifies all planning documents/resources and compiles key climate-related goals and policies of potential relevance to the City. The database will also collate key climate resilience considerations that existing measures address, such as climate indicators, potential hazards, anticipated impacts, and related community assets. The database will be used to perform a qualitative and quantitative analysis that identifies policy trends and gaps in the existing policy. Once gaps are determined, policy opportunities will be identified via state resources including Commerce’s Menu of Measures and summarized in a Policy Audit Memorandum.

This policy audit process will also include consultant support of two to three key staff in completing a **Climate Planning Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis**. This simple tool will allow the project team to understand where Spokane is in their climate planning process and identify potential risks that can be mitigated early in the process and/or strengths that can be leveraged.

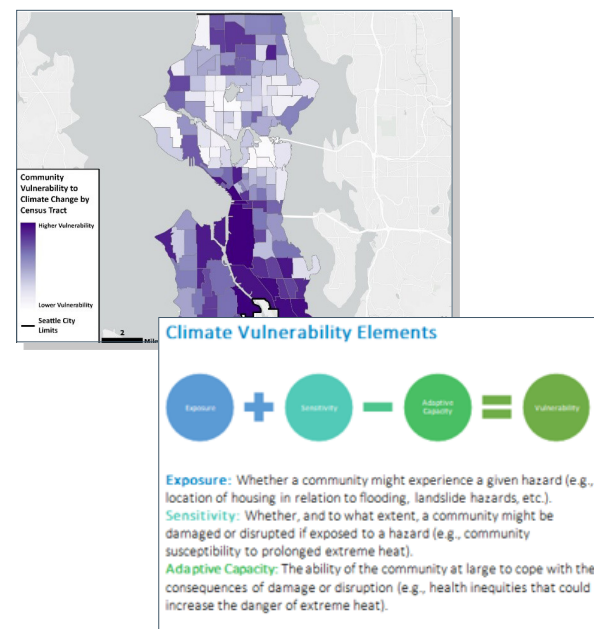
**DELIVERABLE:** Policy Gap Analysis Memo.

### Step 4 Assess Climate Vulnerability and Risk

#### Task 4.1 Conduct Climate Vulnerability and Risk Assessment

- **Objective:** Provide the City and community with a baseline understanding of vulnerabilities as well as a preliminary ranking of the vulnerabilities’ importance

Building from results of Climate Analysis Impacts and Climate Justice Memo (Step 2) and the Policy Gap Analysis Memo (Step 3) we will work with the City to determine which sectors (e.g., health, emergency services, stormwater, etc.) to dive deeper into in the



vulnerability assessment. We anticipate using the vulnerability assessment framework outlined in the Climate Resilience Guidebook. We will work with the City to agree upon definitions for high, medium, and low climate exposure, sensitivity, and adaptive capacity (see figure on prior page). This ensures the project team has a shared understanding of climate impacts most relevant to the City of Spokane and can be used to prioritize specific climate hazards to be covered in the Resilience Sub-Element (Task 5.1).

We anticipate the vulnerability and risk assessment would address:

- Climate change trends and projections in a format that can be easily understood by the public, including graphics.
- Physical vulnerability of areas within Spokane more or less exposed to extreme precipitation and flooding, extreme heat events, drought, and air pollution/wildfire smoke due to climate change.
- Social and economic climate vulnerability/ sensitivity and adaptive capacity.
- Characterize vulnerability and risk on critical systems in Spokane. This could include physical infrastructure, health and community systems, natural systems, economic development, and growth and the built environment.

In support of Steps 2 and 4, we will perform a spatial analysis focusing on climate vulnerability. Using available data highlighting the spatial variability of climate vulnerability, we will perform an analysis identifying key climate exposures, populations with high sensitivities to climate stressors, and communities with a lower capacity to adapt to climate stressors. Where possible, we will leverage existing local resources such as the CAPA Heat Watch data from Gonzaga, the City’s Displacement Risk Analysis, the Spokane Indicators Project, and other relevant sources identifying community assets and vulnerabilities. We will obtain secondary data directly to support this analysis from sources such as the Washington Health Tracking Network, UW Climate Impacts Group’s [Climate Mapping for a Resilient Washington Tool](#), US Census, and FEMA. The final list of indicators will be developed by the project team including City staff.

*Note: Task 4.1 can start in parallel with Step 2 to inform impacts and risks.*

#### Example Climate Resiliency Assessments

[Commerce Climate Resilience Pilot Program](#) | [Seattle](#) | [NODC Climate Action Toolkit](#) | [Redmond](#) | [Burien](#) | [Chelan County](#) | [Snohomish County](#)

#### Task 4.2 Identify climate vulnerability priorities

- **Objective:** Guide future programming and investment in support of the City’s equity and inclusion priorities.

In partnership with the climate advisory team in Task 1.1 and based on the evaluation in Task 4.1, we will develop climate vulnerability priorities. Steps are anticipated to include:

- Develop an approach to prioritizing system vulnerabilities.
- Analyze the potential climate change impacts on critical systems against the identified criteria.
- Prioritize effort to focus on topics that are most relevant / critical for overburdened communities.
- Summarize the vulnerability of critical systems and prioritizes the results into high, medium, and low vulnerability.

Using the findings from 4.1 we will work with the City to develop an approach to prioritizing system vulnerabilities. We will develop indices that focus on the sub-elements of climate vulnerability: exposure, sensitivity, and adaptive capacity. We will perform analysis highlighting the intersection between these elements, helping the City to understand possible priority areas for addressing climate vulnerability.

We also recommend conducting listening sessions and/or one-on-one meetings to incorporate expert knowledge from City staff across departments and partners (e.g., Department of Neighborhoods, Housing and Human Services, Public Works, Fire Department, Transportation Sub-Committee, etc.) and

the broader community to identify information related to exposure, sensitivity, and adaptive capacity and aid in the prioritization process. Staff and community listening sessions can help identify what City functions, sectors, and communities are most vulnerable to climate change (e.g., from stormwater flooding, river flooding, heat events, etc.), based on current lived experiences and anticipated climate impacts. These listening sessions will help frame a resilience approach that is comprehensive, integrated with other City needs and goals, and broadly supported by the community.

**DELIVERABLE:** Climate Vulnerability and Risk Assessment Report with visually appealing infographics for public facing 2-page document.

## Phase 2 – Climate Policy

BERK will lead Phase 2 to integrate the findings of Phase 1. BERK will lead the Resilience sub-element policies and the HB 1181 amendment efforts in Step 5. Cascadia will lead the GHG Sub-element. Team subject matter experts will address policy amendments for elements relevant to their expertise: BERK (land use, housing, economic development, capital facilities, parks and public services), Fehr & Peers (transportation), and Parametrix (utilities, natural environment). Cascadia and KAI will peer review team work and support integrating climate resilience strategies and co-benefits into the plan including ongoing engagement efforts.

### Step 5 Develop Draft Resilience Goals and Policies

#### Task 5.1 Develop draft climate resilience goals and policies

- **Objective:** Develop a new climate element and associated element amendments consistent with HB 1181.

##### *Climate Element*

We will build from the City’s work to-date, policy audit gaps, potential effective strategies such as Commerce’s Menu of Measures, and SWOT exercise to begin development of a new Climate Element. The City’s task list focused on resilience but the RFP also references HB 1181 compliance; thus, we anticipate fleshing out resilience goals and policies in particular as well as integrating other existing or ongoing City and regional work on GHG mitigation.

In close collaboration with the City, this new Element (either single new chapter with tie-ins to existing chapters, or across several existing chapters) will include a Resilience Sub-Element drawing from Steps 1-4 in Phase 1 and a Greenhouse Gas (GHG) Emissions Reduction Sub-Element building off of the 2019 Community and Local Government Operations Greenhouse Gas Emissions Inventory Report prepared by Cascadia. In addition, we will integrate the work of Washington Department of Commerce for the 11 counties in Washington that are required to have a GHG Emissions Reduction Sub-Element, including Spokane County. This sub-element would also benefit from the potential integration of growth alternatives and environmental review such as the transportation system evaluation and VMT reduction opportunities (See Additional Work – Phase 2 Growth Alternatives and Environmental Review below).

##### *Land Use Element*

Consistent with HB 1181, we suggest addressing the evaluation of greenspace and wildland urban interface in Step 4 as part of climate vulnerability evaluations; we will develop goals and policies to address these new Land Use Element topics. The review of measures to reduce vehicle miles traveled can be dovetailed with the GHG reduction sub-element and potentially with the growth alternatives and environmental review optional process.

We will address environmental justice and environmental health disparities in Land Use and all elements as part of Phase 2, Step 6.



## Transportation

This Comprehensive Plan Update is an opportunity to synthesize and update multimodal transportation planning in Spokane to meet HB 1181. The City of Spokane has a comprehensive transportation element supported by master plans for pedestrians (2015), bicycles (2017), and a draft ADA transition plan, as well as six-year comprehensive street program (2023-2028) updated annually. In support of GHG reduction efforts and multimodal requirements, the City has developed a Transit-Oriented Development (TOD) Framework Study (2022), and Spokane Transit has developed “Connect Spokane” Comprehensive Plan (2022) for transit services.

Fehr & Peers will lead this effort on behalf of the BERK Team and will review existing transportation-oriented policies in Comprehensive Plan for gaps and opportunities and linkages to the Climate Element. They will leverage their studies to develop a long-range transportation vision for the growing area of Spokane and Spokane County modeling growth and multimodal systems, and to understand shifts in demand and long-term transportation infrastructure needs for Spokane Transit Authority.

## Parks

We will integrate Spokane’s recent Spokane Parks and Natural Lands Master Plan and the SpoCanopy tree canopy assessment and goals (30% by 2030) into the Comprehensive Plan to meet new HB 1181 requirements. The Climate Vulnerability Assessment may also result in other potential goals, policies, or strategies to integrate into the Parks Element. BERK’s experience preparing parks, recreation, and open space plans and implementing codes (impact fees, onsite open space, tree regulation amendments, other) can help us adapt Comprehensive Plan policies in conjunction with City staff.

## Capital Facilities and Utilities

A Capital Facilities Elements brings together demand, levels of service, and funding and is a tangible implementation strategy for equity and justice efforts reflecting the priorities of the Climate, Transportation, Utilities, and Parks elements. A new requirement via HB 1181 is to inventory and address needs for green infrastructure, as well as to identify all public entities involved in capital facilities, particularly those supporting growth, which could include schools, transit, etc. This is an opportunity to integrate Spokane’s work on Clean Water, Low Impact Development, and outreach through the Lands Council.

Additionally, a new Utilities Element requirement for water system plans is to have a climate resilience element for updates after June 30, 2025. Spokane has already begun that process with a 2023 Water System Plan, and a climate assessment appendix.

BERK will support the Capital Facilities Element update bringing together our GMA policy and finance and economics teams. Parametrix will support the Utilities Element update using recent experience on stormwater planning and facilities for the City. Fehr & Peers will contribute knowledge of transportation system planning and funding with recent impact fee work.

### Task 5.2 Evaluate measures for climate justice

- **Objective:** Vet resilience measures for ability to advance climate justice.

Our team will evaluate proposed resilience goals and policies for their ability to achieve climate justice. The evaluation will include screening criteria based on engagement results and priorities (Step 1, Step 2).

### Example Parks and Tree Canopy Experience

[Everett](#) | [Pierce County](#) | [Lakewood](#)  
| [Chelan County – Malaga](#)

**Environmental Justice:** The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, rules, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm. (HEAL Act 2021)

**Climate Justice:** Communities with environmental justice concerns are typically under-supported and the least able to prepare for, respond to, or recover from climate change related environmental, health, and economic impacts. (Ecology June 2023, Publication 23-01-003) Climate Justice means to undo and mitigate these impacts.

### Task 5.3 Identify policy co-benefits and recommended actions for climate justice

- **Objective:** Create policies that show interrelationships across sectors and meet multiple benefits for the community.

We will consider Commerce’s menu of measures for policy co-benefits that advance climate justice and develop recommended actions particularly where Spokane can leverage its own roles and responsibilities or partnerships with other entities.

**DELIVERABLE:** Draft Resilience Goals and Policies, updated elements, Climate Justice Outcomes Memo

### Step 6 Environmental Justice Assessment

#### Task 6.1 Conduct environmental justice assessment of draft comprehensive plan

- **Objective:** Assess current plan for barriers and opportunities to advance environmental justice.

Our team will consider equity and climate priorities (Step 2), places and people vulnerable to climate stressors (Step 4), and non-climate factors (e.g. noise, hazardous materials, service gaps, etc.) to develop a summary of the affected environment and environmental justice (EJ) impacts. Sources of non-climate exposures could include Washington Department of Health, EJ Screen, and others.



We will review current/draft policies considering direct or indirect harms or benefits, with a focus on overburdened communities. The screening criteria will evaluate policies considering the framework of the HEAL Act, [Spokane Environmental Justice & Equity Workgroup](#) priorities, HB 1220 Racially Disparate Impacts evaluation, current Comprehensive Plan [vision statement](#), and results and priorities in Phase 1.

**DELIVERABLE:** Environmental Justice Assessment Memo.

### Step 7 Integrate Resilience Goals and Policies

#### Task 7.1 Finalize resilience goals and policies

In coordination with City staff leading the Comprehensive Plan Update, our team will finalize resilience goals and policies and related element amendments fulfilling HB 1181 based on above tasks, and City decision maker input (appointed and elected officials).

#### Task 7.2 Develop integrated matrix of goals and policies across elements

We will document in a matrix climate resilience goals and policies that are in each Comprehensive Plan element as well as those in the Climate element.

**DELIVERABLE:** Final Matrix of Resilience Goals and Policies

### Additional Work – Phase 2 Growth Alternatives and EIS

Having over 40% of the county’s population, the City is anticipating responding to city-county coordination regarding growth targets and land quantity evaluations, and other countywide planning policies. Additional work, such as growth alternatives and environmental review, is anticipated as part of phase 2 work.

The BERK team has over 35 years of experience developing growth alternatives and preparing programmatic EISs including for counties and cities in conjunction with Comprehensive Plans and subarea

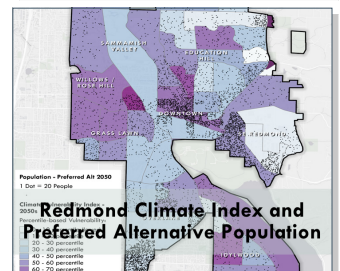
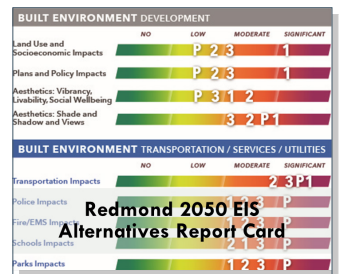
plans. We understand these tasks are not yet formalized but the City is committed to developing an EIS similar to its current integrated Plan/EIS.

BERK would lead this effort with support from Fehr & Peers (transportation) and Parametrix (utilities, natural environment). Cascadia and KAI would contribute to vetting the EIS thresholds of significance relevant to environmental justice and carrying forward the overall community and tribal engagement efforts.

Our approach to key tasks is highlighted below. We can scale our efforts to match the City’s needs and resources.

- **SEPA Strategies:** BERK suggests developing SEPA strategies for the City’s Comprehensive Plan SEPA evaluation in a memo. We would prepare pros/cons of different types of programmatic EISs such as continuing with an integrated EIS, supplemental versus full EIS, optional SEPA exemption/facilitation strategies for future infill housing, and others. We would compile and note recent SEPA documentation for non-project proposals from the City and other entities relevant to the City. We anticipate the EIS will address cumulative evaluations and area-specific evaluations based on the Comprehensive Plan proposals (e.g., breakouts for neighborhood planning areas or other). We would identify EIS topics and alternatives to be considered in scoping (see below).
- **Trends and Targets:** We will summarize key frameworks for the Comprehensive Plan EIS including growth targets, land capacity, relevant legislation that post-dates Spokane’s extensive housing policy work, and other factors.
- **Alternatives:** BERK will assist the City in developing growth alternatives, one of which is no action, that can demonstrate meeting growth targets and integrating new housing strategies among other major initiatives. We suggest developing alternatives through staff or interdepartmental workshops. We will advise different ways to ensure alternatives are distinct and illustrate different means to meet GMA requirements and the City’s values, and will address all elements of the plan prepared City and consultant team. If applicable, we can include dockets or amendment requests appropriate for the Comprehensive Plan periodic update. The BERK team will support City staff in sharing draft alternatives with the public or Planning Commission at workshops such as during the scoping process. We will coordinate the alternatives description efforts with the Land Use and Housing Element preparations.
- **Scoping:** For City review and distribution, we will prepare a draft Determination of Significance and Scoping Notice, together with a supporting SEPA checklist or fact sheet indicating which topics are identified for inclusion in the scoping process and which are addressed by other local or regional requirements and SEPA documents. The Scoping Notice will initiate a comment period that could be coordinated with other community engagement efforts and strategies from the engagement plan.
- **Draft EIS:** Our team will prepare a Preliminary Draft EIS for City review and comment and prepare revisions in a print-check document. Following City confirmation of the print check document, it will issue a public draft EIS. We will prepare a draft notice of availability for City finalization and issuance. While through scoping the topics will be finalized, based on our experience we anticipate the following environmental topics: natural environment (earth and water resources, plants and animals), air quality, land use and shoreline patterns, relationship to plans and policies, socioeconomics, public services, and utilities.
- **Final EIS:** Our team would prepare a Final EIS including evaluating a preferred alternative and responding to comments on the Draft EIS that are relevant to the EIS alternatives and technical evaluation. We would identify a Preferred Alternative in the range of the studied alternatives in conjunction with City staff

Examples from Redmond 2050



and advisory bodies. We would prepare the final EIS including a fact sheet, table of contents, draft EIS analysis, corrections as needed, description of the Preferred Alternative, and responses to comments.

We anticipate each section will be based on thresholds of significance defined by the team and City and will share a comparative analysis of environmental justice as well as the technical impact analysis.

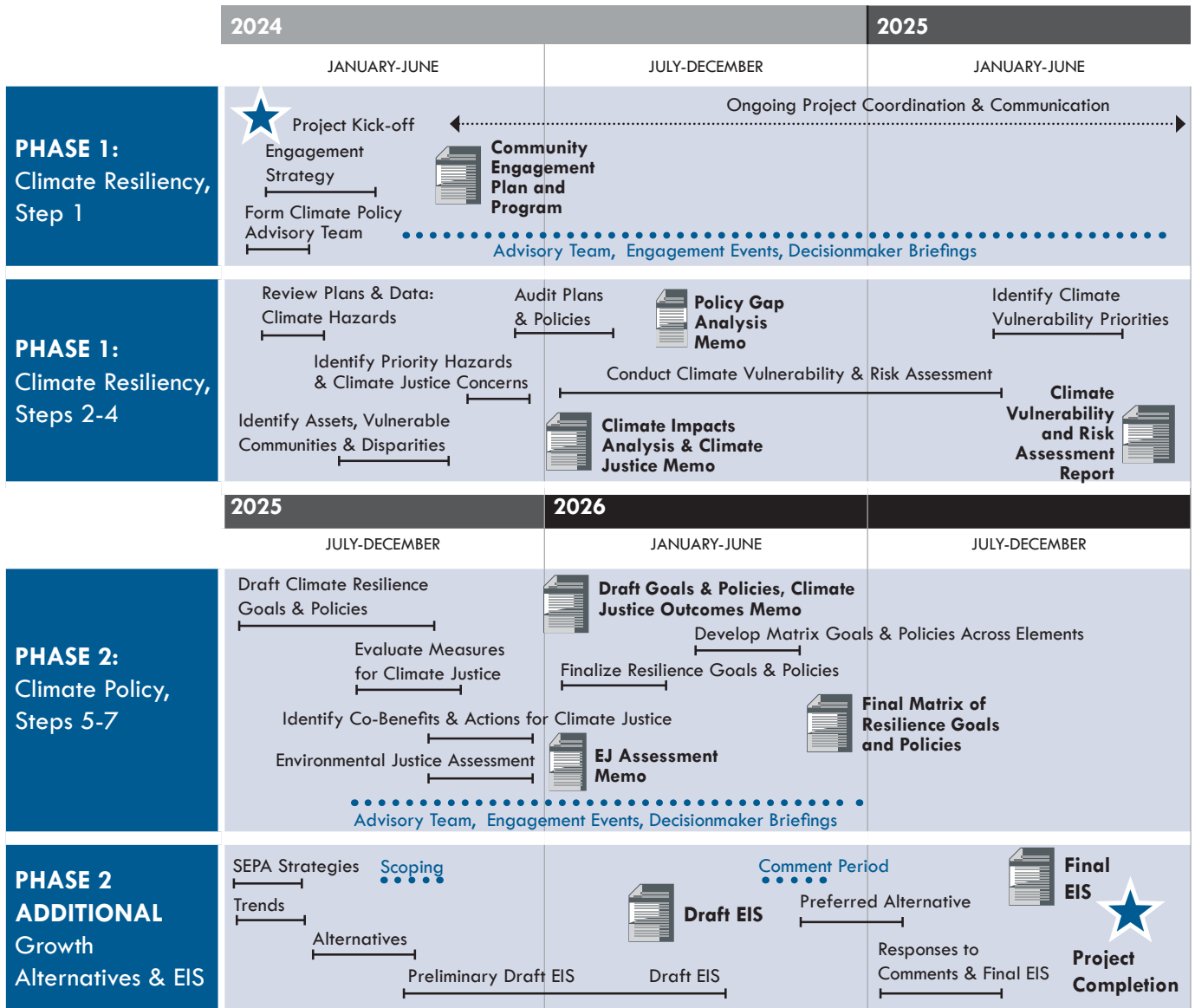
**DELIVERABLE:** Draft and Final EIS

### All Phases – Involvement by City staff

We anticipate working as an extension of City staff and will work collaboratively in interdepartmental work sessions and ongoing coordination throughout the project. Our team will seek existing city data and studies to begin our work. We will work closely with staff on engagement strategies to deepen and leverage community partner relationships. We will prepare a detailed schedule of deliverables and critical paths, preliminary drafts of documents for city review, and draft notices for city distribution.

## Project Schedule

We have developed a project schedule matching the RFP steps and tasks for Phases 1 and 2. We have also included potential additional Comprehensive Plan Alternatives and EIS efforts, which could overlap the climate resiliency and policy efforts. We can begin the EIS strategies and tasks sooner in 2025 depending on the City’s overall plan schedule.



# 3.4 Management Proposal

## A. Team Experience

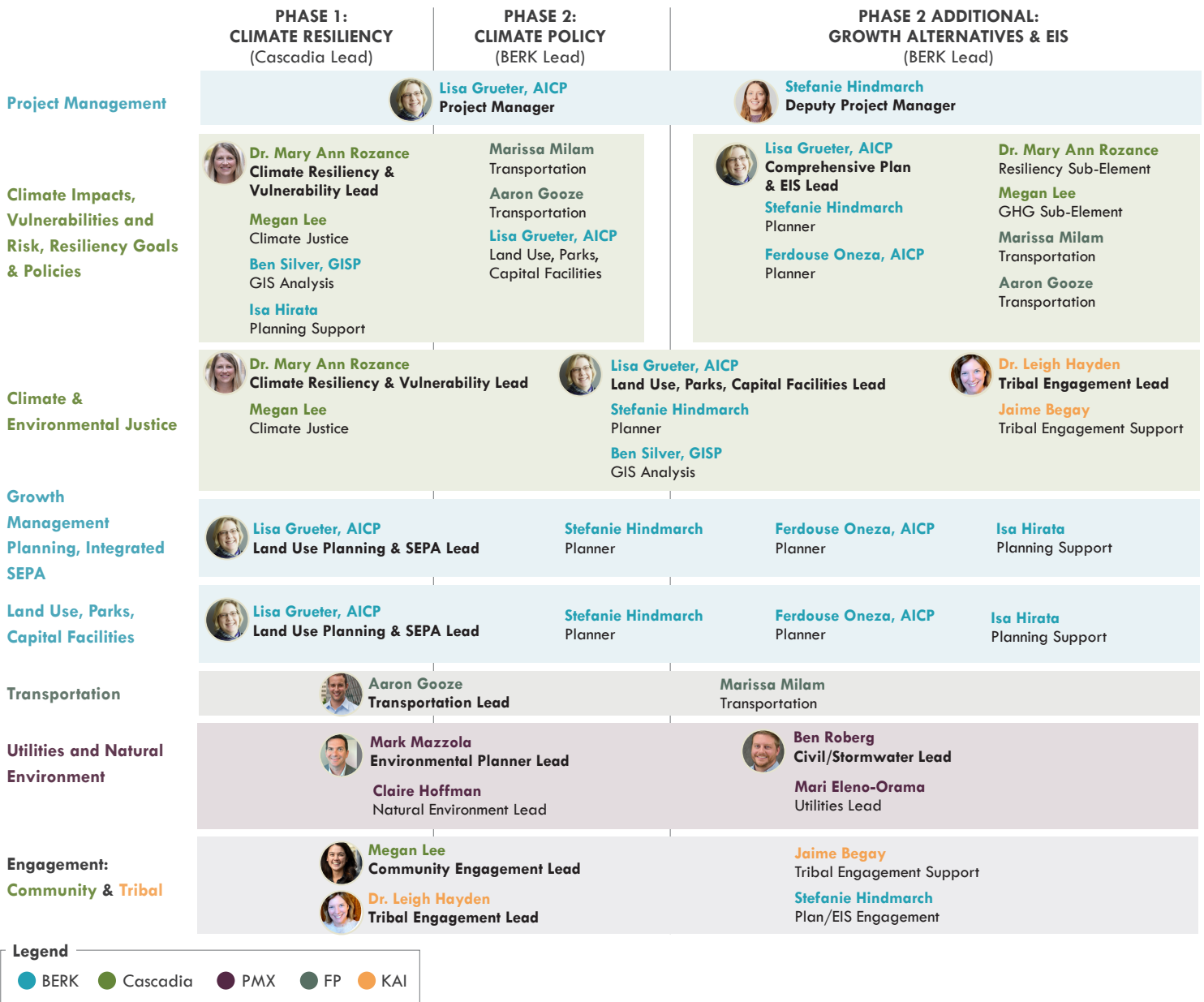
Based on the RFQ requirements, we have completed the following table of experience for our full project team. Additional project information for recent projects is included in Section 3.4B below.

	GMA Planning	Land Use	Transportation	Capital Facilities and Utilities and Parks Planning	Public Participation including environmental justice and tribal engagement	Assessing climate vulnerabilities and risk	Developing resiliency goals and policies	Developing environmental impact statements with applications of environmental justice
<b>Firm Name - Years of Experience</b>								
BERK Consulting, Inc. (BERK) - 35 years	●	●		●	●	●	●	●
Cascadia Consulting Group (Cascadia) - 30 years	●				●	●	●	
Fehr & Peers (FP) - 38 years	●		●	●		●	●	●
Parametrix, Inc. (PMX) - 54 years	●	●	●	●		●	●	●
Kauffman & Associates (KAI) - 34 years		●	●	●	●	●	●	●
<b>Project Name (Team)</b>								
Department of Commerce Model Element – Climate Resilience (Cascadia, BERK)	●					●	●	
City of Redmond 2050 EIS (BERK, FP) and Climate Vulnerability Risk Assessment and Strategy and Programmatic (BERK)	●	●	●		●	●	●	●
Chelan County Climate Change Resiliency Strategy (BERK)	●					●	●	
City of Burien Comprehensive Plan Update (BERK, FP)	●	●	●	●	●	●	●	●
City of Bothell Comprehensive Plan Update (BERK, FP)	●	●	●	●	●	●	●	●
City of Vancouver Comprehensive Plan Update: Climate, Health & Sustainability Element (BERK)	●				●	●	●	
Snohomish County Comprehensive Plan EIS 2024 (BERK, FP, PMX)	●	●		●	●			●
City of Seattle Comprehensive Plan Update EIS 2024 (BERK, FP, PMX)	●	●	●	●				●
King County Green River Corridor Flood Hazard Management Plan Programmatic EIS (BERK, PMX)	●	●		●		●	●	●
City of Pullman Comprehensive Plan (BERK)	●	●						
City of Everett Parks, Recreation, and Open Space Plan Update 2020 (BERK)	●	●		●	●			
Pierce County Parks, Recreation, and Open Space Plan Update 2016 and 2024 (BERK)	●			●	●		●	
Pierce County Capital Facilities Plan 2024 (BERK)				●				
City of Walla Walla Comprehensive Plan Update and EIS (BERK)	●	●						●
City of West Richland, Lewis and Clark Ranch Subarea Plan and Environmental Impact Statement (BERK)	●	●		●	●			●
City of East Wenatchee, Douglas County, Port: North End Wenatchi Landing Subarea Plan, Planned Action, Overlay Code	●	●		●	●			●
Department of Natural Resources Wildfire Protection Strategic Plan (Cascadia)						●	●	
Climate Vulnerability Assessment & Adaptation Plan (Cascadia)					●	●	●	
Tulalip Tribes Climate Change and Health Resilience Plan (Cascadia, KAI)					●	●	●	
North Olympic Development Council Climate Action & Resiliency Planning (Cascadia)					●	●	●	
City of Spokane Hillyard Subarea Plan (FP)	●	●	●	●				
City of Bainbridge Island Sustainable Transportation (FP)			●			●	●	
King County Metro Greenhouse Gas Reduction Strategies Assessment (FP)			●			●	●	



## Team Organization

**BERK** will serve as prime consultant for this effort and contract directly with the City. We will have overall authority for the outcome of the project and will lead the Comprehensive Plan Update (Phase 2). BERK will support the Climate Resilience Plan (Phase 1) and be involved in all aspects of the project as a whole. **Cascadia** will lead the Climate Resilience Plan (Phase 1), engagement related to Phase 1, and support the related planning elements in Phase 2. **Fehr & Peers** (FP) will provide analysis related to transportation systems and planning on both phases. **Parametrix, Inc.** (PMX) will lead the utilities and natural environment elements of the Comprehensive Plan and provide any necessary support on the Climate Resilience Plan. **Kauffman & Associates, Inc.** (KAI) will lead Tribal engagement, which will be woven throughout the entire project and both phases. The organization chart below outlines our key staff, roles, responsibilities, and lines of authority for this project.



**Legend**

- BERK
- Cascadia
- PMX
- FP
- KAI

## Firm Experience

**BERK Consulting (BERK)** is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Founded in 1988, our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success. BERK’s planners offer more than 35 years of experience in community planning. Our office includes senior and associate planners with municipal and private experience. We plan at all levels of detail— policies, regulations, permitting, and implementation. We support effective community planning with meaningful public engagement and communication design.

**Cascadia Consulting Group (Cascadia)** has worked with public, corporate, nonprofit, and tribal clients to advance projects that benefit their communities and the environment. Cascadia’s expertise cuts across all aspects of climate analysis and planning—and they have extensive experience applying these skills to help local governments implement measures to reduce their emissions while building resiliency to climate impacts. Cascadia has the expertise, context, and experience necessary to provide unparalleled guidance around upcoming Commerce’s requirements, help break down each new requirement, and provide capacity to support City decision-making, all while equipping the City with the tools it needs to implement these policies.

**Fehr & Peers (FP)** is passionate about transforming transportation consulting through innovation and creativity. Their engineers and planners specialize in climate and resilience, active transportation, data science, emerging technologies, equity in transportation, freight planning, land use and transportation, safety, transit planning, transportation engineering, and transportation forecasting and operations. Fehr & Peers provides expert advice to clients on the role of transportation infrastructure in climate change and energy use, particularly through their work developing climate policy, greenhouse gas emissions analyses, and electric vehicle (EV) planning and infrastructure design.

**Parametrix (PMX)** is widely recognized for its high-quality and innovative work on some of the region’s largest and most complex projects. Whether improving our region’s infrastructure, restoring natural habitat, or designing a vision for the future, Parametrix can be depended on for forward thinking solutions in planning, engineering, and environmental resources that make a positive, lasting difference. Parametrix provides multidisciplinary services including transportation, utility, and environmental planning.

**Kauffman and Associates, Inc. (KAI)** is a 100% American Indian– and woman-owned small business headquartered in Spokane, WA, with remote staff across the country. KAI has developed a strong national reputation for their work with tribal communities and American Indian/Alaska Native (AI/AN) populations. KAI regularly assists agencies working directly with elected tribal leaders, tribal programs, tribal communities, or intertribal consortia. KAI values the excellent reputation they have earned for their work with tribal communities.

## Staff Availability

BERK and our subconsultants have additional staff capacity available to support this project as needed. We confirm that the staff included in this proposal are the staff intended to complete the scope of work. Any substitutions will require approval from the City. The table below indicates each key staff person’s anticipated commitment to this work.

Name	% assigned to project	Name	% assigned to project	Name	% assigned to project
L. Grueter	25%	M. Rozance	30%	M. Eleno-Orama	30%
S. Hindmarch	35%	M. Lee	25%	M. Mazzola	25%
B. Silver	25%	A. Gooze	30%	B. Roberg	30%
F. Oneza	20%	M. Milam	35%	L. Hayden	30%
I. Hirata	30%	C. Hoffman	30%	J. Begay	30%

## Project Management

The BERK team confirms that it can complete this project on time and within the agreed upon budget, as outlined in our proposed scope of work. We believe that we have developed a scope of work that gives the City the best value for the allotted budget.

Our project team reviews budgets on a firmwide level, with project managers responsible for on-time and on-budget completion of individual projects. Time for project tasks is tracked daily, using time-tracking software that integrates with our accounting system and can deliver real-time progress and budget reports. A project manager may receive an up-to-date report of hours spent and budget remaining at any time. Monthly invoices detail hours spent by staff member and by task, and also provide summaries by task by billing period, year-to-date summaries, and project balance summaries.

BERK has a “do what it takes” culture focused on rigorous analysis, client collaboration, and production of the highest quality products, on time and on budget. Our project management approach is based on two key principles: (1) “no surprises” in project management; and (2) development of a sense of ownership on the part of clients and stakeholders. Our process design, working style, and project management approach are all oriented toward providing multiple opportunities for review and comment on materials as they are prepared. We have a proven track record of completing complex projects on time and on budget.

## Staff Experience

**Lisa Grueter, AICP (Project Manager + Environmental Planning Lead, BERK)** is a land use planner with over 35 years of experience in policy planning for the public and private sectors. Her expertise includes comprehensive and subarea planning under GMA, customized programmatic and planned action environmental documentation under SEPA, and the integration of these laws into cohesive, implementable planning policies. Lisa is currently working with the cities of Vancouver, Redmond, Bellevue, Bothell, Burien, Covington, and Sumner and Pierce and Snohomish Counties to incorporate Climate Change Elements or vulnerability assessments into their periodic updates and she supported Cascadia on the Commerce Climate Change Element Pilot Program. Lisa has worked with counties and cities across Washington State and spent seven years as a senior planner for the cities of Sumner and Renton. She received a B.A. in Social Ecology from the University of California, Irvine and a Master of City Planning from the University of California, Berkeley.



**Stefanie Hindmarch (Deputy Project Manager, BERK)** is a planner with experience in government, consulting, and research. Her prior work includes projects in land use, environmental planning, community engagement, parks and recreation, active transportation, urban design, and community resilience planning. Stefanie has provided on-call planning support to Chelan and Douglas counties and is currently working on comprehensive plan updates for the cities of Battle Ground, Sumner, and Vancouver (WA). Stefanie has a Master of Urban Planning from the University of Washington and a Bachelor of Arts in Management from the University of St. Andrews. She is passionate about supporting sustainable, equitable, and healthy communities through planning.



**Ben Silver, GISP (Spatial Lead, BERK)** has a background in GIS, environmental planning, and sustainability management. He supported Chelan County on their Climate Resiliency Strategy, worked with Redmond on the Climate Vulnerability Risk Assessment and Strategy, and is currently working on the Puget Sound Partnership Smart Growth Indicator Study. Ben worked for the Thurston County Regional Planning Council where he assisted in developing the Climate Adaptation Plan. Ben has also held resource conservation management positions with both the UW Bothell and North Seattle College. Ben holds a BS in Environmental Science and a B.A. Urban Planning from the University of Washington. He is a certified Geographic Information Systems Professional.





**Ferdouse Oneza, AICP (Comprehensive Planning Support, BERK)** brings extensive experience in local government planning, policy and regulations development, implementation strategies, permit processing and public engagement. Oneza has more than 24 years of experience in public and private sector planning and project management. She also brings hands-on experience in working with the public and various stakeholders. She has expertise in working and supporting communities to navigate the State’s complex planning rules such as Growth Management Act, Shoreline Management Act, Critical Areas Regulations, and State Environmental Policy Act. Her diverse experience helps her view planning processes from a broader perspective of a community’s interest.



**Isa Hirata (Climate Planning Support)** is experienced in policy, sustainability, and community engagement. She has worked in these areas across private, public, and nonprofit agencies, and enjoys working at the intersection of environmental policy and equity. While working at the City of Shoreline, she supported program development and implementation of their Climate Action Plan. Isa holds a Master of Public Administration with a focus on Environmental Policy from the University of Washington and a Bachelor of Arts in Environmental Analysis from Pitzer College. She is deeply passionate about environmental justice, especially when it comes to engaging communities who’ve been underrepresented in climate planning.



**Dr. Mary Ann Rozance (Climate Resilience Lead, Cascadia)** expertise sits at the nexus of climate policy, resilience, and community co-development, with a focus on rural communities. She brings 10 years of experience including developing and testing climate element guidelines for the Department of Commerce and developing climate vulnerability assessments and resilience plans for several rural Washington communities including Issaquah, Port Townsend, Puyallup, and the North Olympic region. Previously, Mary Ann was a Postdoctoral Fellow with the Climate Impacts Group and the Northwest Climate Adaptation Science Center at the University of Washington where she led collaborative efforts with scientists, federal and state governments, and tribes to advance climate change awareness and action.



**Megan Lee (Climate Plan Support, Cascadia)** brings 4 years of experience in climate and equity—she specializes in climate strategy development, vulnerability assessments, and equitable engagement. She has led recent climate projects for the cities of Spokane, Burien, Renton, Kenmore, Port Angeles, Mercer Island, Vancouver (WA), as well as the North Olympic Development Council. Across these projects, she’s led the development of multiple engagement plans, conducted in-depth analyses ground-truthing anticipated climate impacts with engagement findings, and incorporated key climate insights into final plans. Megan is a graduate of the University of Washington with a B.A. in Environmental Studies.



**Dr. Leigh Hayden (Engagement Lead, KAI)** has over 15 years of experience working in public health and community research, including qualitative and mix-methods research, with extensive experience working with underserved populations and communities. She specializes in the development and evaluation of interventions to support wellness and has expertise in a wide range of research approaches, from conducting numerous knowledge syntheses, to ethnographic studies, to realist evaluations. She has published in international peer-reviewed journals and presented papers and conducted workshops at international conferences.



**Jaime Begay (Project Support, KAI)** has more than 10 years of experience working in partnership with tribal communities to address public health priorities and to elevate the health of Indigenous peoples. She is a member of the Navajo Nation. She has primarily worked in behavioral health research supporting initiatives focused on American Indian youth, teen pregnancy prevention, an evidence-based home visiting program, and a strength-based culturally grounded program to improve the health of female youth and their caregivers.



**Aaron Gooze, AICP (Transportation Advisor, FP)** has over 14 years of experience in the transportation and transit industries. He specializes in transportation data analysis, specifically in transit planning, non-motorized accessibility, and multimodal transportation operations. Aaron has led a variety transit planning and GHG emissions modeling projects for agencies throughout the Pacific Northwest. As the Data Science Discipline Group Lead at Fehr & Peers, Aaron brings a data-driven approach to develop information in support of an objective decision-making process. Aaron recently worked on a Strategic Plan for the Spokane Transit Authority.



**Marissa Milam (Transportation Technical Lead, FP)** is passionate about transportation planning and has experience in multimodal planning, traffic operations, travel demand forecasting, and transit planning. She is proficient in ArcGIS, Python, traffic operation analysis using Synchro and SimTraffic, Visum, and Emme travel demand forecasting. Marissa is adept at technical analysis and using data to solve complex issues and deliver meaningful project recommendations. Marissa has worked extensively in the region, as well as direct experience working on a project for Spokane Transit Authority.



**Claire Hoffman, PWS (Natural Environment Lead, PMX)** is an experienced biologist and environmental planner in Washington. Her experience includes assisting cities and counties in amending and updating their comprehensive plans, critical areas codes and shoreline master programs to meet the requirements of the Growth Management Act. Additionally, her regulatory experience includes ensuring agreement with local comprehensive plans, preparing and obtaining necessary permits or approvals from local, state and federal agencies. As a professional wetlands scientist with 20 years of experience she has a solid understanding of critical areas and the regulatory environment in Washington.



**Mari Eleno-Orama, EDD, PE, PMP (Utilities Lead, PMX)** is a senior engineer and is experienced in the evaluation, planning, and design of water, wastewater, and stormwater facilities and utilities. She is currently the Collections, Conveyance, and Storage Group Lead within the Greater Washington Water Division at Parametrix. Mari approaches projects from a system-wide perspective and actively participates in a wide variety of utility design projects. Mari's EdD in Organizational Leadership and experience in higher education was focused on creating new initiatives, managing, and influencing change to facilitate equitable practices in support of historically underrepresented communities of color within organizations and institutions.



**Mark Mazzola (Environmental Planner, PMX)** is a senior environmental planner with over two decades of experience in public policy, land use planning, and environmental assessments. Mark leads the SEPA environmental review for a variety of project and planning actions for clients such as King County, Snohomish County, the City of Seattle, and Sound Transit. Mark is adept at taking a holistic approach in evaluating how various aspects of projects and programs interact to evaluate their impacts on environmental and social justice populations in addition to the natural and built environment.



**Ben Roberg (Civil/Stormwater Lead, PMX)** has experience in planning, design, and construction administration for small- and large- scale projects in the Spokane regional area. He is well-versed in stormwater mitigation criterion, alternatives and BMPs listed in the Stormwater Management Manual for Eastern Washington, Spokane Regional Stormwater Manual and Eastern Washington Low Impact Development Guidance Manual. Ben has also provided XPSWMM hydraulic modeling, system-wide and basin specific model calibration and storm event evaluation for numerous City of Spokane Combined Sewer Overflow (CSO) reports and technical memorandums.



## B. Relevant Contracts

### Reference Projects

#### **Redmond 2050 Programmatic SEPA and Climate Vulnerability Risk Assessment and Strategy | City of Redmond | 2021- current**

**Contact info:** Beckye Frey, Long Range Planner, City of Redmond, (425) 556-2750, [bfrey@redmond.gov](mailto:bfrey@redmond.gov)

Redmond is planning for its future with the Redmond 2050 Comprehensive Plan Update, which includes the themes of equity and inclusion, sustainability, and resiliency. BERK is leading an interdisciplinary team including Fehr & Peers to guide the Redmond 2050 Programmatic Environmental Impact Statement (EIS) and create infill development and planned action ordinances. The EIS helped the City test its growth scenarios. BERK also partnered with the University of Washington Climate Impacts Group and other biologists and engineers to conduct a community-wide climate vulnerability assessment to identify and implement resilience-building actions. The effort included developing a 30-indicator index map tool to determine vulnerability and a subsequent report on findings. The results of the study are intended to fulfill a key strategy of Redmond's Environmental Sustainability Action Plan (ESAP) and a Climate Emergency Declaration. The review of vulnerabilities and adaptation efforts was integrated into the EIS to create more resilient communities and neighborhoods. This project won a Mayors' Climate Protection Award - Honorable Mention Small City Category in 2022.

#### **City of Burien | Comprehensive Plan Update | 2022 – current**

**Contact info:** Alex Hunt, Senior Planner, City of Burien, (206) 439-3152, [alexh@burienwa.gov](mailto:alexh@burienwa.gov)

BERK is leading a team to update the Comprehensive Plan with a focus on housing, land use, climate change and resiliency, and environmental justice. BERK and team are conducting visioning and engagement efforts, facilitating the work of an Advisory Committee, updating all elements, developing targeted code amendments, and preparing an EIS, including a planned action or infill exemption for the Urban Center. Based on a middle housing grant, BERK developed an assessment of racially disparate impacts and developed an engagement plan with community-based organizations and others to hear housing stories, and Fulfilling a climate vulnerability and resilience grant, BERK led development of a climate vulnerability assessment, climate vulnerability index, and policy evaluation using the Commerce Climate guidance. The EIS is addressing natural environment, land use and socioeconomics, aesthetics, air and noise emissions/GHG, transportation, and public services and utilities. Fehr & Peers is working side by side on a Transportation Master Plan that is dovetailing the evaluation of EIS alternatives and equitable investments in mobility.

#### **Climate Change Element Pilot Program 2022 | Washington State Department of Commerce | 2022**

**Contact info:** Michael Burnham, Resilience Lead, Department of Commerce, (360) 725-2741, [michael.burnham@commerce.wa.gov](mailto:michael.burnham@commerce.wa.gov)

Cascadia and BERK co-led a pilot program with the Department of Commerce to develop and test guidance and tools to assist local governments in integrating climate change into their comprehensive plans. We coordinated direct assistance to several communities (Pullman, Port Angeles, Woodland) to implement the draft Climate Change Element and evaluated the effectiveness of the current program. This pilot served as an essential test run of the draft guidance and will help Commerce optimize available tools to ensure their usefulness and effectiveness as well as build relationships between Commerce and local jurisdictions as they provide feedback on the pilot.

## Additional Relevant Contracts

### Chelan County Climate Resilience Strategy | Chelan County | 2020-22

BERK stewarded the strategic development and creation of the Chelan County Climate Resiliency Strategy. To support the City's goals, BERK coordinated a project team with the University of Washington Climate Impacts Group, the Washington State Department of Natural Resources, and the Chelan County Public Utility District to synthesize the necessary content and themes. The document addressed current conditions, best projections for future conditions, Chelan County vulnerability (risks and impacts), and planning for resiliency and implementing adaptation strategies in Chelan County. BERK assisted in the facilitation of stakeholder workshops to develop the climate strategy. In 2021-2022, BERK extended the work through a Commerce grant to develop amendments to the County Comprehensive Plan to integrate resilience strategies; these were adopted in 2022.

### Strategic Planning Services | Spokane Transit Authority | 2022-23

Spokane Transit worked with Fehr & Peers to develop a multi-year strategic plan that advanced urban and regional mobility, integrated public transportation into existing and future development and furthered STA's vision to be a source of pride for the region. The development of the plan came as STA nears the completion of the most significant investments within its current ten-year plan, STA Moving Forward. Fehr & Peers supported the project team by providing technical modeling analysis to assess the impacts of the COVID-19 pandemic on transit ridership, future route alignments, impacts on equitable outcomes, ridership forecasts, and speed & reliability outcomes.

### Vancouver Comprehensive Plan 2025 Climate, Environment, Community Health, Sustainability & Resiliency Element | 2023-Current

As part of a team, BERK is leading the development of a multidisciplinary element considering climate, health, sustainability, and resiliency, which includes evaluation, strategies development, and implementation. BERK has developed exposure indices integrating Vancouver's equity and displacement work. BERK is also auditing the current comprehensive plan policies to meet new Commerce Climate element guidance and preparing a vulnerability evaluation. The new element will incorporate recent Vancouver Climate Action Framework and GHG inventories into the element along with resiliency efforts. Land Use Alternatives developed for an EIS will be screened based on climate vulnerability and health impacts. Element components are shared and vetted with an equity partners team.

### Climate Change and Health Resilience Plan | Tulalip Tribes | 2020-22

Cascadia, working closely with KAI, led the Climate Change and Health Resilience Plan for the Tulalip Tribes, including specific considerations around how tribal health systems are susceptible to the impacts of climate change, and how the Tulalip health system can be a tool to support climate resilience. Cascadia has facilitated several workshops with staff from multiple departments—including Natural Resources, Health Systems, Treaty Rights Protection, Public Works, Emergency Management, Youth Education and Engagement, and Museum and Cultural Resources—to identify key health risks and vulnerabilities to climate change, develop a climate and health resilience

## Selected Planning Experience

BERK has managed planning projects for communities throughout the state.

- Burien Comprehensive Plan Update 2024\*
- Chelan County Planning On-call Services, Ongoing
- Chelan and Yakima Counties, Voluntary Stewardship Program, Ongoing
- East Wenatchee & Douglas County, North End Subarea Plan & Planned Action EIS, 2016, North End Wenatchi Landing Overlay Zone, 2021
- Everett Parks, Recreation, and Open Space (PROS) Plan and Impact Fees, 2022
- Lakewood Comprehensive Plan Update 2024
- Moses Lake Comprehensive Plan Update + Housing Action Plan 2021
- Pierce County CFP Update 2024, PROS Plan Update, 2025
- Pullman Comprehensive Plan Update 2021
- Renton Comprehensive Plan Update 2024\*
- Snohomish County Comprehensive Plan 2024\*
- Spokane Regional Transportation Council, Metropolitan Transportation Plan Financial Forecast 2021 Update
- Spokane Valley, UGA and Annexation Analysis, Ongoing
- Sumner Comprehensive Plan Update 2024\*
- Walla Walla Comprehensive Plan Update 2018
- West Richland Lewis & Clark Ranch Subarea Plan and EIS, Ongoing
- Yakima Comprehensive Plan Update 2017 & Housing Action Plan 2021

\*projects with partner team members



strategy, and identify climate and health indicators to monitor and evaluate long-term progress. Throughout this process, we are engaging with key community groups, including elders and youth, and ensuring that there is broad buy-in from knowledge holders and the future generation.

### **Climate Action & Resiliency Planning | North Olympic Development Council | 2021-22**

Cascadia recently supported the North Olympic Development Council's regional climate planning efforts, which integrate recommendations from previous climate action plans across several jurisdictions and develop specific local climate action plans for the region. At the same time, we worked with NODC to help coordinate emergency management jurisdictions across the North Olympic Peninsula to identify potential gaps in Hazard Mitigation and Emergency Management Plans and specific hazards that will worsen due to climate change, coordinate with local agencies to identify funding and implementation support to address these needs, and consolidate findings and recommendations into a final report.

Our team facilitated 6 region-wide strategy meetings with local governments, tribal representatives, and NGOs to develop meaningful strategies that address regional climate issues while advancing community goals in areas such as public health and economic resilience. Additionally, we collaborated with four local governments to develop final plans tailored to each of their communities, including alignment with existing community outreach efforts. Our work resulted in a series of coordinated climate action plans and a regional climate planning toolkit—complete with a decision-making checklist, sample code and regulations, educational materials, and communications collateral—that positions the North Olympic Peninsula to strategically reduce emissions and improve its climate resiliency. Cascadia also provided climate change technical assistance for Clallam County, the cities of Port Townsend and Port Angeles, and the Jamestown S'Klallam Tribe through this contract.

### **Snohomish County Comprehensive Plan Update EIS & Planning Support 2024 | 2023 - Current**

BERK is leading an interdisciplinary team including Parametrix and Fehr & Peers in the preparation of a programmatic EIS evaluating Snohomish County's 2024 Comprehensive Plan Update. BERK developed a SEPA engagement plan, climate and equity thresholds metrics, scoping notice and virtual public workshops, alternatives descriptions, and a Draft EIS. We presented comparative results and supported public open houses. The evaluation addressed a full range of natural and built environment topics and a range of Council initiatives and docket applications. Additional task orders included developing an urban parks level of service analysis and a climate change vulnerability and risk assessment.

#### **Example Environmental Impact Statements and Environmental Justice**

[One Seattle Comprehensive Plan EIS, Equity & Climate Metrics | Snohomish County Comprehensive Plan 2024 DEIS Chapter 1 | Lower Green River Flood Hazard Management Plan Programmatic EIS and Equity and Social Justice Evaluation](#)

### **Consulting Services for the Renewable Energy Accelerated Deployment Initiative for Indian Country | U.S. Department of the Interior (DOI), Bureau of Indian Affairs (BIA) | 2023-Current**

KAI is working with the BIA to engage tribal nations and their stakeholders surrounding the development and deployment of renewable energy resources on tribal lands. BIA is seeking to understand (1) what tribes need from the BIA to promote the development of renewable energy resources and (2) what should the BIA do to address tribal needs for renewable energy development. To underpin the tribal engagement efforts, KAI is conducting a literature review and providing a summary of findings, coordinating with nationally recognized experts, facilitating technical work group (TWG) meetings and collaboration, and planning and conducting outreach for in-person, virtual, and hybrid tribal engagement sessions across the country. KAI's will summarize findings in a comprehensive report, including recommendations and cost-benefit analyses.

## **C. Contract Termination**

BERK has never had a contract terminated for default in our 35-year history.

## **Appendix A: Staff Resumes**



## Lisa Grueter, AICP

### Principal

Lisa Grueter, AICP is a land use planner with more than thirty years of experience in policy planning for the public and private sectors. Her expertise includes comprehensive and subarea planning under the state's Growth Management Act, customized programmatic and planned action environmental documentation under the State Environmental Policy Act, shoreline master programs under the Shoreline Management Act, and the integration of these laws into cohesive, implementable planning policies.

Lisa is currently working with the cities of Vancouver, Redmond, Bellevue, Bothell, Burien, Covington, Sumner and Pierce and Snohomish Counties to conduct resiliency assessments or incorporate Climate Change Elements into their periodic updates and she supported Cascadia on the Commerce Climate Change Element Pilot Program.

Lisa has worked with counties and cities across Washington State and spent seven years as a senior planner for the cities of Sumner and Renton.

#### Education + Certifications

- Master of City Planning, University of California, Berkeley
- B.A. Social Ecology, University of California, Irvine
- American Institute of Certified Planners

**Years of Experience:** 35+

#### Relevant Project Experience

- Chelan County Climate Resilience Strategy & Policies 2020-22
- City of Bellevue Climate Vulnerability Assessment 2022-23
- City of Bothell Comprehensive Plan Update 2024
- City of Burien Comprehensive Plan Update 2024
- City of Everett Parks, Recreation, and Open Space (PROS) Plan and Impact Fees, 2022
- City of Pullman Comprehensive Plan Update 2021
- City of Redmond 2050 Programmatic SEPA and Climate Vulnerability Risk Assessment and Strategy
- City of Renton Comprehensive Plan Update 2024
- City of Sumner Comprehensive Plan Update 2024
- City of Vancouver Comprehensive Plan 2025 Climate, Environment, Community Health, Sustainability & Resiliency Element
- City of Walla Walla Comprehensive Plan Update 2018
- City of West Richland Lewis & Clark Ranch Subarea Plan and EIS, Ongoing
- City of Yakima Comprehensive Plan Update 2017 & Housing Action Plan 2021
- Department of Commerce Climate Resilience Guidance Pilot Program 2022-23
- Pierce County Capital Facilities Plan Update (2024), Climate Vulnerability Assessment (2023), PROS Plan Update (2020 and 2025)
- Snohomish County Comprehensive Plan 2024



## Stefanie Hindmarch

### Senior Associate

Stefanie Hindmarch is a planner with experience in government, consulting, and research. Her prior work includes projects in land use, environmental planning, community engagement, parks and recreation, active transportation, urban design, and community resilience planning.

She is a collaborative, proactive, and detail-oriented team member with proven data analysis, project management, and communication skills.

Stefanie has provided on-call planning support to Chelan and Douglas counties and is currently working on comprehensive plan updates for the cities of Battle Ground, Sumner, and Vancouver (WA).

Stefanie has a Master of Urban Planning from the University of Washington and a Bachelor of Arts in Management from the University of St. Andrews. She is passionate about supporting sustainable, equitable, and healthy communities through planning.

#### Education + Certifications

- M.U.P., University of Washington (2020)
- B.A., Management, University of St. Andrews (2015)

**Years of Experience:** 5

#### Relevant Project Experience

- Chelan County Malaga Park Master Plan
- Chelan County Planning On-call Services
- City of Battle Ground Comprehensive Plan Update
- City of Bellevue Comprehensive Plan Update 2024 and EIS
- City of Sumner Comprehensive Plan Update
- City of Vancouver Comprehensive Plan 2025 Climate, Environment, Community Health, Sustainability & Resiliency Element
- Douglas County Planning On-Call Services
- Pierce County Capital Facilities Plan Update 2024
- Snohomish County Comprehensive Plan 2024
- South Sound Housing Affordability Partners Middle Housing Grant





## Ben Silver, GISP

### Senior Associate

Ben Silver, GISP has a background in GIS, environmental planning, and sustainability management. He enjoys using mapping and geospatial analysis to empower communities, and to lend understanding to complex data and systems that would otherwise be inaccessible. He supported Chelan County on their Climate Resiliency Strategy, developed spatial models of climate vulnerability for the Redmond 2050 Climate Vulnerability Risk Assessment and Strategy, and is currently working with Cascadia on the Puget Sound Partnership Smart Growth Indicator Study.

Prior to joining BERK in 2017, Ben worked for the Thurston County Regional Planning Council where he assisted in developing the Adaptation Plan. Ben has also held resource conservation management positions with both the University of Washington Bothell and North Seattle College, where he helped each organization better manage campus resources through the lens of environmental sustainability.

#### Education + Certifications

- B.S. Environmental Science & Resource Management, University of Washington, Cum Laude
- B.A. Community, Environment, & Planning, University of Washington, Cum Laude
- Certified Geographic Information Systems Professional (GISP)

**Years of Experience:** 9

#### Relevant Project Experience

- Benton County Voluntary Stewardship Plan
- Chelan County Voluntary Stewardship Plan
- City of Bellevue Climate Vulnerability Assessment 2022-23
- City of Redmond 2050 Programmatic SEPA and Climate Vulnerability Risk Assessment and Strategy
- City of Spokane Valley Annexation & UGA Study
- City of Bothell Comprehensive Plan Update 2024
- City of Vancouver Comprehensive Plan 2025 Climate, Environment, Community Health, Sustainability & Resiliency Element
- Department of Commerce Climate Resilience Guidance Pilot Program 2022-23
- Pierce County Climate Vulnerability Assessment 2022-23
- Puget Sound Partnership Smart Growth Indicators
- Snohomish County Comprehensive Plan 2024
- Yakima County Voluntary Stewardship Program



## Ferdouse Oneza, AICP

### Associate Principal

Ferdouse Oneza, AICP brings extensive experience in local government planning, policy and regulations development, implementation strategies, permit processing and public engagement.

Oneza has more than 24 years of experience in public and private sector planning and project management. She also brings hands-on experience in working with the public and various stakeholders. She has expertise in working and supporting communities to navigate the State's complex planning rules such as Growth Management Act, Shoreline Management Act, Critical Areas Regulations, and State Environmental Policy Act. Her diverse experience helps her view planning processes from a broader perspective of a community's interest.

In addition to managing her own consultancy and serving as CEO for a local non-profit organization, Oneza was the Planning Manager for the City of Kennewick. With a background and formal education in architecture, she also worked as an urban planner at LMN Architects before moving to land use planning in the public sector.

#### Education + Certifications

- Master of City Planning, Georgia Institute of Technology
- M. Arch., Bangladesh University of Engineering and Technology
- BArch., Bangladesh University of Engineering and Technology
- Certificate - Public Leadership, Harvard Kennedy School
- Certificate - Accelerating Social Transformation, University of Washington, Evans School of Public Policy & Governance
- American Planning Association Member

**Years of Experience:** 24

#### Relevant Project Experience (prior to BERK)

- City of Richland Comprehensive Plan Update and EIS
- City of Pasco Comprehensive Plan Update and EIS
- Grant County Comprehensive Plan Update
- Benton County Comprehensive Plan Updates
- City of Pasco Housing Action Plan
- City of Pasco Broadmoor Master Plan and EIS
- Grant County Shoreline Master Program
- Department of Ecology Model Code Development on Historic Orchard Sites



## Isa Hirata

Associate

Isa Hirata is experienced in policy, sustainability, and community engagement. She has worked in these areas across private, public, and nonprofit agencies, and enjoys working at the intersection of environmental policy and equity.

While working at the City of Shoreline, she supported program development and implementation of their Climate Action Plan. Isa holds a Master of Public Administration with a focus on Environmental Policy from the University of Washington and a Bachelor of Arts in Environmental Analysis from Pitzer College.

She is deeply passionate about environmental justice, especially when it comes to engaging communities who've been underrepresented in climate planning.

### Education + Certifications

- M.P.A., University of Washington, Evans School of Public Policy and Governance (2023)
- B.A., Pitzer College, Environmental Analysis

**Years of Experience:** 3

### Relevant Project Experience (prior to BERK)

- City of Burien Comprehensive Plan Update 2024
- City of Lakewood Subarea Plans Review
- City of Maple Valley Comprehensive Plan Update
- City of Seattle Nihonmachi Alley Design
- City of Shoreline Human Services Needs Assessment
- City of Sumner Comprehensive Plan Update
- Pike Place Market Development Authority Redevelopment Master Plan



## Mary Ann Rozance, PhD

### Senior Associate

Mary Ann brings leadership in research, development, and planning actionable strategies to address complex challenges to projects across Cascadia’s portfolio. She has supported climate- and sustainability-related projects across many contexts, including working on climate integration into Comprehensive Plans through a statewide Commerce program and direct support to local jurisdictions. Prior to Cascadia, Mary Ann was a Postdoctoral Fellow with the Climate Impacts Group and the Northwest Climate Adaptation Science Center at the University of Washington, where she led collaborative efforts with scientists, managers, and stakeholders from universities, federal and state governments, tribes, and

independent organizations to advance climate change awareness and action. She has published work in ten peer-reviewed publications and is a regular contributor to climate action conferences.

<b>Education</b>	<ul style="list-style-type: none"> <li>• Ph.D. Urban Studies, Portland State University</li> <li>• M.S. Forest Resources, University of Washington</li> <li>• B.S. Natural Resources Conservation, University of British Columbia</li> </ul>
<b>Other Credentials</b>	<ul style="list-style-type: none"> <li>• National Science Foundation IGERT Fellow, 2013-2018</li> <li>• Association of Collegiate Schools of Planning and Lincoln Institute of Land Policy Curriculum Innovation Award, 2020</li> </ul>

## SELECTED PROJECT EXPERIENCE

### 2022-Present. Department of Commerce (WA). Comprehensive Plan Climate Element Pilot.

Climate Analyst. Supporting the development of a tool to streamline integrating climate into Comprehensive Plans for jurisdictions throughout Washington. The element is being tested on several jurisdictions and will be refined based on feedback and experience with these pilot programs.

### 2022–Present. City of Kent Parks, Recreation and Community Services Department (WA). Climate Resiliency and Sustainability Plan.

Strategy Analyst & Engagement Support. Supporting internal and external engagement to gather feedback on strategies to be included in the plan. Analyzing and prioritizing strategies and actions based on multi-criteria analysis including feasibility, impact, and potential co-benefits.

### 2022-Present. City of Issaquah (WA). Vulnerability Assessment.

Climate Analyst. Supporting all aspects of a vulnerability assessment and climate risk analysis and integration of this assessment into the City’s Comprehensive Plan. Includes a detailed assessment of existing policies, a gap assessment, and recommendations for integration.

### 2022-2023. Joint Transportation Committee (WA). Nondrivers Study.

Data Analyst and Engagement Support. Supported survey design, distribution, and analysis of nondrivers across Washington. Supported focus groups with nondrivers to better understand the barriers and motivators to driving, as well as the challenges and opportunities associated with nondriving.

### 2021-2023. North Olympic Development Council (WA). Climate Change Preparedness Plan for the North Olympic Peninsula.

Engagement & Writing Support. Supported climate action planning across four local governments, including developing strategies and actions for achieving GHG emissions reductions, providing a vulnerability assessment to sea level rise, and creating an implementation strategy.

### 2021-Present. City of Renton (WA). Clean Economy Strategy Update.

Project Manager and Engagement Lead. Developing a citywide sustainability strategy for Renton. Engages multiple stakeholder and community groups to support strategy and action development for GHG emissions reductions and climate resilience goals.



## Megan Lee

### Associate

Megan joined Cascadia in 2021 to support projects in the firm's Planning and Facilitation line of business. She currently specializes in climate action plan writing, vulnerability assessments, and equitable engagement. As such, she provides writing and in-person and virtual engagement support to numerous Climate Action Plans, Vulnerability Assessment, and equity strategic plans, across Washington State. Megan recently helped facilitate four sessions of the Washington Climate Assembly, which brought Washington residents together to discuss potential climate solutions to propose to the state legislature. During her time at Cascadia,

Megan has developed and deployed over 30+ surveys across diverse platforms, facilitated 15+ community workshops, lead the development of multiple engagement plans, conducted in-depth analyses of engagement findings, and authored key insights in our final Plans. Prior to Cascadia, Megan served as an Environmental Intern with the King County Solid Waste Division, where she worked closely with community-based organizations and pioneered an equity and social justice initiative for a Green Building capital project. Megan graduated from the University of Washington with a B.A. in Environmental Studies and double minor in French and International Studies.

#### Education

- B.A. Environmental Studies, University of Washington

## SELECTED PROJECT EXPERIENCE

### **2023-Present. WA Department of Commerce. Statewide Climate Planning Engagement.**

Deputy Project Manager; Leading engagement for Washington Department of Commerce's Climate Pollution Reduction Program's (CPRG) Priority Climate Action Plan (PCAP) and Comprehensive Climate Action Plan (CCAP), ensuring a wide range of tribal partners and community groups are equitably involved in the planning and decision-making process.

### **2023. City of Spokane (WA). GHG Inventory and Analysis.**

Project Manager; Oversaw the re-baselining of Spokane's 2016 inventory and ABAU wedge analysis.

### **2023-Present. University of Puget Sound (WA). Climate Action Plan.**

Project Manager; Leading engagement and equity analysis for the University of Puget Sound Climate Action Plan. Ensuring that equity is incorporated into planning and decision-making processes, and that a wide range of campus communities are engaged with to have a plan that represents community priorities.

### **2022. City of Issaquah (WA). Vulnerability Assessment.**

Vulnerability Lead; Led multiple sections of the Vulnerability Assessment, including the climate impacts section, Built Environment, and Public Health & Community Wellbeing.

### **2021-Present. City of Renton (WA). Clean Economy Plan; Electric Vehicle Charging Plan.**

Research & Writing Support; Engagement Lead. Supports the development of criteria for an in-depth vulnerability assessment focused on community health impacts, through research, engagement, and chapter writing. Developed and implemented engagement plan, including piloting a new place-based engagement tool, Social Pinpoint and leading a community workshop. Led analysis of findings to inform the Plans priority EV location sites across Renton.

### **2022-Present. King Conservation District (WA). Diversity, Equity, and Inclusion Strategic Plan.**

Project Support. Supporting DEIJ and capacity building training for KCD leadership and internal programs to inform strategic planning process. Leading the equity recommendations of the strategic plan.





## Aaron Gooze, AICP

### Transportation Modeling/Advanced Technology Concepts Expert

#### EDUCATION

- M.S., Civil Engineering, Georgia Institute of Technology
- Masters, City and Regional Planning, Georgia Institute of Technology
- B.S., Industrial Engineering, Northwestern University

#### REGISTRATIONS

American Institute of Certified Planners (AICP)

#### AFFILIATIONS

American Planning Association (APA)

#### RELEVANT WORK HISTORY

ClearPointt Logistics (2005 – 2012)

#### ABOUT

Aaron has over 14 years of experience in the transportation and transit industries. He specializes in transportation data analysis, specifically in transit planning, non-motorized accessibility, and multimodal transportation operations. Aaron has led a variety transit planning and GHG emissions modeling projects for agencies throughout the Pacific Northwest. As the Data Science Discipline Group Lead at Fehr & Peers, Aaron brings a data-driven approach to develop information in support of an objective decision-making process.

#### RELEVANT EXPERIENCE

##### **Spokane Transit Authority Strategic Planning Services Spokane, WA**

Aaron was a technical lead for several elements that supported Spokane Transit Authority's short-range and long-range planning efforts. He led an analysis of pre-COVID and post-COVID travel demand patterns using Big Data sources to understand how patterns had shifted and how transit service could be adapted to better serve current and future demand in the region. Additionally, the study evaluated broader ridership patterns, speed & reliability, and customer experience trends to provide a framework for how to evaluate and service changes to advance equity and sustainability-based outcomes.

##### **SDOT/C40 Zero Emissions Freight Feasibility Study, Seattle, WA**

Aaron led a multidisciplinary effort to support the City of Seattle in identifying the feasibility of enacting zero emission delivery zones while pursuing an overall goal of 30 percent of freight deliveries being zero emissions by 2030. With the support from C40 Cities Climate Leadership Group, the study leveraged innovative data sources such as StreetLight Data, UberMedia, and vehicle cordon counts to establish a baseline understanding of truck and freight movements within the region. The work identified the scale of freight activity in order to identify reasonable strategies to achieve established climate action goals. Aaron provided strategic oversight and task management to develop materials that shared lessons learned with other C40 city partners.

##### **King County Metro Greenhouse Gas Reduction Strategies Assessment**

As part of King County Metro's Mobility Framework and Long Range Plan update, Aaron led an analysis to estimate the impact of different transit, land use, and vehicle pricing strategies in reducing vehicle-miles travelled and greenhouse gas emissions within the region. This included a data-driven modeling approach to develop scenarios, scalable solutions, and relevant evaluation criteria to compare strategies against their ability to achieve the countywide targets established through recent climate action plans. The focus also centered on equity, specifically evaluating how different strategies could provide benefits to improving access to "priority populations" while also reducing adjacent air pollution and regional emissions.



# Marissa Milam

## Transportation Modeling Expert

### EDUCATION

B.S., Civil Engineering, University of California, Berkeley

### AFFILIATIONS

Institute of Transportation Engineers (ITE)

### ABOUT

Marissa is passionate about transportation planning and has experience in multimodal planning, traffic operations, travel demand forecasting, and transit planning. She is proficient in ArcGIS, Python, traffic operation analysis using Synchro and SimTraffic, Visum, and Emme travel demand forecasting.

Marissa is adept at technical analysis and using data to solve complex issues and deliver meaningful project recommendations.

### RELEVANT EXPERIENCE

#### **Spokane Transit Authority Strategic Planning Services, Spokane, WA**

Marissa led the Big Data analysis for the Spokane Transit Authority Strategic Planning Services project, and used StreetLight Data to summarize key changes in travel patterns pre- and post-COVID within the Spokane Transit Authority service area.

#### **King County Metro Mobility Framework, King County, WA**

Marissa played a pivotal role in analyzing different scenarios needed to meet King County's GHG reduction goals through a reduction in Vehicle Miles Traveled (VMT). She was involved in creating a methodology to model VMT reductions through land use changes, road usage charges, and additional transit service. After finalizing a methodology, she modeled all scenarios using Emme Travel Demand Forecasting software to compare the VMT reductions across scenarios and quantify the change in transit service that King County Metro would need to provide by 2040 in order to meet the County's GHG reduction goals.

#### **King County GHG Inventory and Analysis, Puget Sound Region, WA**

Marissa was a lead analyst for the King County project that inventoried GHG emissions for the Puget Sound Region and developed a wedge analysis to forecast future emissions. Marissa developed a methodology to convert Vehicle-Miles-Traveled data into GHG emissions by jurisdiction using vehicle ownership data, emissions rates by vehicle class, and speed profiles. She also researched the impact of electric vehicle policies in Washington to develop recommendations for the forecasted transportation emissions in the wedge analysis.

#### **Bainbridge Island Sustainable Transportation, Bainbridge Island, WA**

Marissa was the project manager for Bainbridge Island's project to inventory post-pandemic VMT and GHG emissions. The project used StreetLight Data to categorize VMT on the island by travel market, including residents, employees, and visitors. Specific VMT reduction measures were developed for each travel market, and Marissa developed future GHG emissions forecasts based on the impact of the VMT reduction strategies.



## CLAIRE HOFFMAN, PWS

### ENVIRONMENTAL QUALITY/CRITICAL AREAS

Claire is an experienced biologist and environmental planner in Washington. Her experience includes assisting cities and counties amend and update their comprehensive plans, critical areas codes and shoreline master programs to meet the requirements of the Growth Management Act. Additionally, her regulatory experience includes ensuring agreement with local comprehensive plans, preparing and obtaining necessary permits or approvals from local, state and federal agencies. As a professional wetlands scientist with 20 years of experience she has a solid understanding of critical areas and the regulatory environment in Washington.

#### EXPERIENCE

Years of Experience: 20

Years with Parametrix: 6

#### EDUCATION

MS, Environmental Sciences, 2013

Certification, Wetland Science & Management, 2005

BS, Biology & Environmental Studies, 1997

#### REGISTRATIONS

Professional Wetland Scientist, WA #2752

### Selected Project Experience

#### 2024 Comprehensive Plan Update | Maple Valley, WA

Berk Consulting /City of Maple Valley  
Maple Valley is updating its comprehensive plan and Critical Areas Ordinance (CAO) in accordance with the requirements of the Growth Management Act. Claire made the comprehensive plan revisions for the natural environment section and is drafting the update to the critical areas code to consider best available science (BAS). She has worked cooperatively with the city and presented to the Planning Commission. Claire has completed a first draft of the natural environment section of the EIS.

#### 2024 Comprehensive Plan Update | Sumner, WA

Berk Consulting /City of Sumner  
The City of Sumner is updating its Comprehensive Plan and CAO in accordance with the requirements of the Growth Management Act. Claire updated the natural environment section and critical areas code for the city. She made recommendations based on BAS and is working with the city and planning commission on the final updates. She is also writing the natural environment sections of the EIS.

#### 2024 Comprehensive Plan Periodic Update | Puyallup, WA

MIG/City of Puyallup  
Claire conducted a high level review of wetlands and streams to update mapped critical areas in the City. She will work with the city to update the natural environment section and critical area code.

#### Shoreline Master Program Update | Clallam County, WA

Clallam County  
While with another firm, Claire worked as part of a team to address outstanding issues to enable the County to receive approval from Ecology for their SMP update.

#### Central Business District Subarea Plan and EIS | Lakewood, WA

Berk/City of Lakewood  
The Downtown Lakewood Plan allowed the City and community to develop an aspirational yet realistic vision for the downtown. The scope of work includes a subarea plan, SEPA, EIS, and public outreach. While with another firm, Claire provided expertise in air quality and the natural environment. She wrote the natural environment sections of the exiting conditions report and SEPA EIS.





## MARI ELENO-ORAMA, EDD, PE, PMP

### UTILITIES

Mari is a senior engineer and is experienced in the evaluation, planning, and design of water, wastewater, and stormwater facilities and utilities. She is currently the Collections, Conveyance, and Storage Group Lead within the Greater Washington Water Division at Parametrix. Mari approaches projects from a system-wide perspective and actively participates in a wide variety of utility design projects. Mari's EdD in Organizational Leadership and experience in higher education was focused on creating new initiatives, managing, and influencing change to facilitate equitable practices in support of historically underrepresented communities of color within organizations and institutions.

### EXPERIENCE

Years of Experience: 17

Years with Parametrix: 1

### EDUCATION

Doctor of Education,  
Organizational Leadership, 2016

MS, Civil Engineering, 2008

BS & BA, Environmental  
Engineering; Minor: Chemistry,  
2006

### REGISTRATIONS

Professional Engineer –  
Environmental: WA #48367

Project Management Professional  
– WA #3421641

## Selected Project Experience

### 2024 Comprehensive Plan Update | Maple Valley, WA

BERK Consulting/City of Maple Valley  
The Parametrix Team is responsible for updating the Maple Valley comprehensive plan for 2024. This effort also includes creating the new Climate Element, associated code and development regulation updates, and SEPA review and documentation. Mari is updating the Utilities Element, which includes two new sections moved from the Capital Facilities Element – Solid Waste and Surface and Stormwater Management, as part of this project.

### 2024 Comprehensive Plan Update | Sumner, WA

BERK Consulting/City of Sumner  
The Parametrix Team is currently updating the 2024 comprehensive plan for the City of Sumner. This effort also includes updating the Capital Facilities Plans, preparation of a Supplemental Environmental Impact Statement, and development and updates of city codes and regulations. Mari is updating the Utilities Element and Water and Sanitary Sewer Sections of the Capital Facilities Element as part of this effort.

### Water System Plan Update with Risk & Resilience (RRA) Study and Emergency Response Plan (ERP) | Lacey, WA

City of Lacey  
Building on prior planning work for the City, Mari worked with a team to complete the City's RRA and ERP while with a previous employer. Mari was the technical lead for the RRA, which included conducting a detailed gap analysis and developing several potential countermeasure projects to support the City with their long-term resilience goals using the Environmental Protection Agency-developed software, VSAT. Mari also took the lead for the ERP effort, which included updating the City's ERP to meet Department of Health and America's Water Infrastructure Act requirements. Mari and the team helped the City certify its RRA and ERP with the EPA before the mandated deadlines.



# MARK MAZZOLA

## SENIOR ENVIRONMENTAL PLANNER

Mark is a senior environmental planner with over two decades of experience in public policy, planning, and environmental assessments. Prior to joining Parametrix, Mark served as the environmental manager and SEPA Responsible Official for the Seattle Department of Transportation. Mark now leads the SEPA environmental review for a variety of project and planning actions for clients such as King County, Snohomish County, the City of Seattle, and Sound Transit. Mark is adept at taking a holistic approach in evaluating how various aspects of projects and programs interact to evaluate their impacts on environmental and social justice populations in addition to the natural and built environment.

### EXPERIENCE

Years of Experience: 25

Years with Parametrix: 4

### EDUCATION

MS, Community and Regional Planning, 2003

BS, Biology, 1995

## Selected Project Experience

### 2024 King County Comprehensive Plan Update SEPA Review | Seattle, WA

King County

Mark is the project manager for a multi-firm consultant team for the 2024 King County Comprehensive Plan Update EIS. The EIS evaluates plan alternatives based on different plan policies, in lieu of growth targets or land use scenarios, that would help the County meet its plan update objectives around equity, housing affordability, and climate change and the environment. The EIS evaluates the environmental impacts of making limited changes to existing policies to meet these goals and making extensive changes to existing policies to meet these goals. Mark is the primary point of contact to the client and manages the scope, schedule, and budget for the project. The Draft EIS was published in December 2023 with the Final EIS expected in late 2024.

### Comprehensive Plan Update –SEPA EIS | Snohomish County, WA

Berk Consulting/Snohomish County

Mark leads the Parametrix team in support of BERK for the 2024 Snohomish County Comprehensive Plan EIS. The EIS evaluates no-action, medium-growth, and higher-growth alternatives that each identify different

policies and plans to meet Snohomish County’s forecasted population and employment. Parametrix is responsible for writing the air quality/climate, water resources, utilities, energy, and public services sections, which evaluate how the plan goals and policies could potentially impact these elements of the environment. Mark is the primary point of contact to the client and manages the scope, schedule, and budget for Parametrix. The Draft EIS was published in September 2023 and the Final EIS is expected to be published in 2024.

### Preliminary Engineering Study for Fluoridation | Spokane, WA

Murraysmith, Inc. (now Consor)/City of Spokane

Mark is the environmental task lead for this effort to support the City of Spokane in studying the potential addition of fluoride to the city’s drinking water supply. The environmental tasks include the development of an environmental permitting strategy along with a SEPA review to evaluate the likely impacts to the natural and built environment from the storage and use of fluoride, as well as from any capital projects and upgrades to drinking water facilities needed to support the program.



## BEN ROBERG, PE

### CIVIL/STORMWATER

Ben has experience in planning, design, and construction administration for small- and largescale projects in the Spokane regional area. He has excellent communications skills, and he is well-versed in stormwater mitigation criterion, alternatives and BMPs listed in the Stormwater Management Manual for Eastern Washington, Spokane Regional Stormwater Manual and Eastern Washington Low Impact Development Guidance Manual. Ben has also provided XPSWMM hydraulic modeling, system-wide and basin specific model calibration and storm event evaluation for numerous City of Spokane Combined Sewer Overflow (CSO) reports and technical memorandums.

#### EXPERIENCE

Years of Experience: 9

Years with Parametrix: 6

#### EDUCATION

BS, Civil Engineering, 2014

#### REGISTRATIONS

Professional Engineer – Civil: WA  
#20100442

### Selected Project Experience

#### CSO Program Planning and Design Support Services | Spokane, WA

City of Spokane

Ben was involved at various levels of planning and design efforts in support of the City's CSO mitigation program. Ben provided hydraulic modeling and civil engineering services during preliminary design and final design phases of the CSO program. Work included building and calibrating collection system hydraulic models to reflect the latest design conditions, analyzing models, reporting results, and providing construction plans, specifications and reports in support of final design. Specific projects include the interceptor protection tanks I03, I04, I07c, and CSO basins 24, 25, 26, 33-1, 34-1, and 41 control facilities.

#### CSO Basin 24 Modeling Support | Spokane, WA

City of Spokane

Ben provided the City of Spokane with results from an updated combined sewer collection system hydraulic model that would reflect recently installed green stormwater infrastructure (GSI) technologies. Work included estimating the runoff removed from the combined sewer system by implementation of each GSI, updating and calibrating the existing models, and generating a technical memorandum summarizing the revisions and results.

#### CSO Joint Control Facilities | Spokane, WA

City of Spokane

Ben provided technical assistance to produce an optimization plan for the City's existing CSO storage and collection system. Assisted with identifying optimized flow control settings, hydraulic modeling of the proposed improvements and developing a summary of recommendations.

#### Utility Update | Pullman, WA

Avista

Ben reviewed record utility information and stitched in previous topographic survey data to generate a survey base map to be used by Avista's landscaping consultants for improvements to their site

#### Southern Expansion | Spokane County, WA

UTC Aerospace Systems

This project has included analysis of an existing evaporation pond and an existing detention pond with outlet control in addition to analysis of existing onsite drainage. This work has required review of previous drainage reports and addenda and development of a new addendum showing stormwater control for review by Spokane County.



## Leigh Hayden, PhD

Dr. Hayden serves on KAI's research, evaluation, and planning team as a project manager III, bringing almost 15 years of experience working in health and community research, including qualitative and mix-methods research, with extensive experience working with underserved populations, including Indigenous communities. She has worked in a number of therapeutic areas, including women's health, diabetes, breast cancer, prostate cancer, osteoarthritis, dementia, primary care, and multimorbidity. Dr. Hayden specializes in the development and evaluation of interventions to support wellness and has expertise in a wide range of research approaches, from conducting numerous knowledge syntheses, to ethnographic studies, to realist evaluations. She has published in international peer-reviewed journals and presented papers and conducted workshops at international conferences. As a researcher, she has worked in a number of settings, including institutes of higher education, medical facilities, and private organizations, prior to joining KAI. As a senior healthcare strategist for a private firm, Dr. Hayden conducted primary and secondary research to address U.S. healthcare industry needs, including understanding the motivations and needs of patients and providers. She was responsible for all research and project management activities, including client engagement and supervising/mentoring junior staff. Working as project coordinator for a college research center, Dr. Hayden collaborated with industry and community partners to design, implement, and scale applied research to benefit older adults. Specific research topics included food security among older adults during COVID-19, experiences of older adults during the pandemic and implementation of virtual reality in long-term care settings and the evaluation of socially assistive robots in retirement homes. Dr. Hayden has also investigated primary care models in India and Kenya, supporting the diffusion of innovations and standardization of healthcare metrics to support investment. Dr. Hayden earned her doctor of philosophy degree in anthropology from McMaster University and a master of arts degree in anthropology from the University of Manitoba.



## Education

- Doctor of Philosophy, Anthropology, McMaster University, 2009
- Master of Art, Anthropology, University of Manitoba, 2004
- Bachelor of Science, Chemical Engineering, University of Alberta, 1997

## Project Experience

- State of North Dakota, Department of Human Services (DHS), "Tribal Community Readiness and Adult Substance Use Survey"
- U.S. Department of Education (ED), Southeast Alaska Education Resource Center (SERRC), "Region 16 Comprehensive Center"
- Yakima Valley Farm Workers Clinic (YVFWC), Northwest Community Action Center (NCAC), "Evaluation of the NCAC 21st CCLC Grant"
- U.S. Department of Health and Human Services, Indian Health Service (IHS), "Community Opioid Intervention Pilot Projects (COIPP) Evaluation"
- Native Action Network (NAN), "Program Evaluation for NAN/Logistical Support/Urban Indian Plan 2022"
- U.S. Department of the Interior (DOI), Bureau of Indian Affairs (BIA), "National Plan on Native Language Revitalization Technical Support"





## Jaime Begay, MPH

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Jaime (Navajo) serves on KAI's research, evaluation, and planning team as a Project Specialist III. For more than 10 years, she has worked in partnership with tribal communities to address public health priorities and to elevate the health of Indigenous peoples. She has primarily worked in behavioral health research supporting initiatives focused on American Indian youth, teen pregnancy prevention, an evidence-based home visiting program, and a strength-based culturally grounded program to improve the health of female youth and their caregivers. As a graduate student, she assisted in the development of an academic pathway for undergraduate students to expand the public health workforce on the Navajo Nation. Jaime's research philosophy stems from her upbringing and the role she has within her community, and she believes that to achieve optimal health it requires a holistic and community approach. Jaime graduated from Northern Arizona University with a masters of public health degree, with a focus on Indigenous health, and a bachelor of university studies degree, with minors in community health and Indigenous health studies.



### Education

- Master of Public Health, Indigenous health focus, Northern Arizona University, 2021
- Bachelor of University Studies, Minors: Community Health & Indigenous Health Studies, Northern Arizona University, 2016

### Professional Affiliations

- National Academies-Sciences, Engineering, & Medicine, Board Associate, May 2023
- Phi Kappa Phi, Member, Dec 2021
- American Public Health Association, Member, Dec 2021
- Society for Advancement of Chicano/Hispanics and Native Americans in Science (SACNAS), Member, Oct 2021

### Project Experience

- U.S. Department of the Interior (DOI), Bureau of Indian Affairs (BIA), Office of Trust Services (OTS), "Consulting Services for Renewable Energy Accelerated Deployment Initiative (READI) for Indian Country"
- Washington State Department of Children, Youth and Families (DCYF) "Cultural Services Landscape Analysis"
- U.S. Department of the Interior (DOI), Bureau of Indian Affairs (BIA), "National Plan on Native Language Revitalization Technical Support"
- U.S. Department of Health and Human Services, Indian Health Service (IHS), "Community Opioid Intervention Pilot Projects (COIPP) Evaluation"
- Architect of the Capitol (AOC), "Indian Nation and Pueblo Flag Study, Capitol Campus"
- Margaret A. Cargill Philanthropies (MACP), Native Arts and Cultures (NAC) Program, "Evaluation Consultation for Grantee Evaluation Design, Data Collection, and Analysis"



December 7, 2023

## ADDENDUM NO. 1

### REQUEST FOR QUALIFICATIONS #6026-23 – Climate Impact and Resiliency Planning with Comprehensive Plan Update Services

This Addendum 1 to the above identified Request for Qualifications is being issued to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

1. **Q:** Does the City anticipate issuing a subsequent RFP/RFQu for assistance with 2026 Comprehensive Plan periodic update tasks not related to the climate and resiliency planning tasks outlined in this RFQu?

**A:** The City of Spokane does not anticipate issuing an additional RFP/RFQ for 2026 Comprehensive Plan periodic update tasks. It is anticipated that this is an inclusive RFQu, this includes tasks not related to climate/resiliency planning. These are expected to occur in Phase 2. A scope and a budget would be generated at that time.

For additional information, see last paragraph of Section 1.2, first paragraph of Section 2.2, and Part 5 "Grant Requirements" (Grant Requirements, Periodic Update Grant). It is expected that Proposals will highlight the Firm's experience in all areas the City of Spokane is seeking support in as outlined in Section 3.4 "Management Proposal".

2. **Q:** Is the City able to share a budget for the project?

**A:** The current process is to select a Firm based on qualifications. After selection of Firm, a final scope and budget will be developed.

3. **Q:** Per Page 2, Section 1.2 Background and Purpose. Is the Firm responsible for updating sections of the City's comprehensive plan with relevant resilience information or is the vendor solely responsible for developing a standalone Resilience Element to be integrated into the City's comprehensive plan?

**A:** The City envisions the Risk and Vulnerability assessment to be completed first which will include a prioritized list that will be utilized in the next steps to determine which goals are added within the Comp Plan.

Significant Comp Plan work will occur under phase 2.

4. **Q:** Per Page 2, Section 1.2 Background and Purpose. Is there a required dataset that should be used to address social, environmental justice, and equity (e.g., CDC SVI, Justice 40, etc.)?

**A:** While the City of Spokane does not have an adopted data set, we however did use the CDC SVI for the displacement analysis in the housing action plan. We would expect Firms to include their recommendations within their Proposal.

5. **Q:** Per Page 2, Section 1.2 Background and Purpose. Does the Growth Management Act climate require a goal and policy per impacted asset, per hazard of concern, etc.?

**A:** The City intends to follow the Washington Commerce Climate guidance.

6. **Q:** Per Page 4, Section 2.2. Scope of Services. If GIS data is submitted as a deliverable, are there any metadata requirements for the GIS data created for the City?

**A:** This detail will be addressed during the scoping phase after a Firm has been selected.

7. **Q:** Per Page 3, Paragraph 1.7 Estimated Schedule of Procurement Activities. Considering the limited amount of time between the clarification deadline and the response deadline, would the City consider extending the final response deadline to allow Firms time to incorporate the City's answers into their Proposals?

**A:** The City is aware of the tight timeline but sees value in staying with this timeline. The City is sending answers to questions asked to date to assist Proposers. A second Addendum will be posted for any new questions submitted.



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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

BERK Consulting, Inc.  
Company

*Sisa Grueter*  
Authorized Signature



**December 12, 2023**

## **ADDENDUM NO. 2**

### **REQUEST FOR QUALIFICATIONS #6026-23 – Climate Impact and Resiliency Planning with Comprehensive Plan Update Services**

This Addendum 2 to the above identified Request for Qualifications is being issued to extend the due date for submitting Proposals and to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

- 1. The due date for submitting Proposals has been extended. The due date is now MONDAY, January 8, 2024 – 1:00 P.M. local time.**
- 2. Q:** Can you share any recent utilities plans/reports?

**A:** City of Spokane Water System Plan 2023 can be viewed at:

<https://static.spokanecity.org/documents/publicworks/water/2023-water-system-plan-final.pdf>

City of Spokane other recent reports, including Greenhouse Gas Inventory can be viewed:

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

- 3. Q:** Can the City please clarify what is included in the comprehensive plan work that will occur under Phase two? The City’s response to Question number three in Addendum Number 1 states, “significant comprehensive plan work will occur under phase 2,” while the phase 2 table in Section 2.2. of the RFQu only speaks to establishing climate focused goals and conducting an environmental justice assessment.

**A:** The City of Spokane is a 2026 Periodic Update community per GMA. The Climate Element work has some standalone sub-elements, such as the Risk & Vulnerability Report, but the climate element must be integrated into the Periodic Update work which will include, but is not limited to, the Land Use Chapter, Transportation Chapter, and Capital Facilities and Utilities Chapters. The task of developing an integrated matrix of climate goals and policies across the elements as one outcome of the comp plan work in Phase 2. In addition, the City is committed to undertaking an EIS for its 2026 Periodic Update. The current City of Spokane Comprehensive Plan and EIS can be viewed here: <https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

- 4. Q:** Given the clarification on the inclusion of the comprehensive plan update as part of this climate resilience RFQ, is it possible to extend the proposal deadline?

**A:** Yes. The deadline for submitting Proposals is now MONDAY, January 8, 2024 – 1:00 P.M. local time.



*Connie Wahl*

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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

BERK Consulting, Inc.

**Company**

*Sisa Grueter*

Authorized Signature

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Organization: BERK Consulting, Inc.

Street address: 2200 Sixth Ave #1000

City, State, Zip: Seattle, WA 98121

Lisa Grueter, AICP  
CERTIFIED BY: (type or print)

Principal  
TITLE:

  
(signature)

1/8/24  
(date)

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Bid Response Summary

**Bid Number** RFQu 6026-23  
**Bid Title** Climate Impact and Resiliency Planning with Comprehensive Plan Update Services  
**Due Date** Monday, January 8, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** BERK Consulting, Inc.  
**Submitted By** michele@berkconsulting.com michele@berkconsulting.com - Monday, January 8, 2024 12:47:36 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 michele@berkconsulting.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Qualifications document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 4 "Proposal Content" instructions.	AGREED AND ACKNOWLEDGED
	8	Proposer has signed and included Attachment 2 Certification Regarding Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	9	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Lisa Grueter, AICP, lisa@berkconsulting.com
	10	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Lisa Grueter, AICP, lisa@berkconsulting.com, 206-324-8760
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	BERK Submittal_RFQu 6026-23 Spokane Climate Impact and Resiliency Planning with Comp Plan Update.pdf

2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	6026-23 RFQu -Signed Addenda.pdf
3	Upload signed Attachment 2 Certification Regarding Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	6026-23 RFQu -Attachment 2 - Certification Regarding Lobbying Form.pdf
4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
5	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

BERK CONSULTING, INC.  
STE 1000  
2200 6TH AVE  
SEATTLE WA 98121-1859

TAX REGISTRATION - ACTIVE

Issue Date: May 31, 2024

Unified Business ID #: 601219609

Business ID #: 001

Location: 0003

Expires: Aug 31, 2024

### CITY/COUNTY ENDORSEMENTS:

- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE
- RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE
- DUVALL GENERAL BUSINESS - NON-RESIDENT (EXPIRES 5/31/2025) - ACTIVE
- LEAVENWORTH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #013806 (EXPIRES 12/31/2024) - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 5/31/2025) - ACTIVE
- SUMNER GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 3/31/2025) - ACTIVE
- MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210602 (EXPIRES 12/31/2024) - ACTIVE
- FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE
- MOUNTLAKE TERRACE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE
- BURIEN GENERAL BUSINESS - NON-RESIDENT #11836 (EXPIRES 12/31/2024) - ACTIVE
- REDMOND GENERAL BUSINESS - NON-RESIDENT #RED20-000508 (EXPIRES 12/31/2024) - ACTIVE
- BOTHELL GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE

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: 601219609 001 0003

BERK CONSULTING, INC.  
STE 1000  
2200 6TH AVE  
SEATTLE WA 98121-1859

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

TAX REGISTRATION - ACTIVE  
 BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE  
 RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE  
 DUVALL GENERAL BUSINESS - NON-RESIDENT (EXPIRES 5/31/2025) - ACTIVE  
 LEAVENWORTH GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
 PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #013806

Expires: Aug 31, 2024

Director, Department of Revenue



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

BERK CONSULTING, INC.  
STE 1000  
2200 6TH AVE  
SEATTLE WA 98121-1859

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Issue Date: May 31, 2024

Unified Business ID #: 601219609

Business ID #: 001

Location: 0003

Expires: Aug 31, 2024

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: 601219609 001 0003

BERK CONSULTING, INC.  
STE 1000  
2200 6TH AVE  
SEATTLE WA 98121-1859

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

TAX REGISTRATION - ACTIVE  
BAINBRIDGE ISLAND GENERAL  
BUSINESS - NON-RESIDENT  
(EXPIRES 12/31/2024) - ACTIVE  
RIDGEFIELD GENERAL BUSINESS -  
NON-RESIDENT (EXPIRES  
12/31/2024) - ACTIVE  
DUVALL GENERAL BUSINESS -  
NON-RESIDENT (EXPIRES 5/31/2025)  
- ACTIVE  
LEAVENWORTH GENERAL  
BUSINESS - NON-RESIDENT -  
ACTIVE  
PORT TOWNSEND GENERAL  
BUSINESS - NON-RESIDENT #013806

Expires: Aug 31, 2024

Director, Department of Revenue



## 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.**

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

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 (07/27/20)




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**3/21/2024**

**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).**

<b>PRODUCER</b>  The Partners Group 11850 SW 67th Avenue, Suite 100 Portland Oregon, 97223		<b>CONTACT NAME:</b> Phillip Naples <b>PHONE (A/C, No. Ext):</b> (360) 502-7815 <b>E-MAIL ADDRESS:</b> serviceteam@tpgrp.com	<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  BERK Consulting, Inc 2200 Sixth Ave, Suite 1000 Seattle Washington, 98121	<b>INSURER A:</b> Continental Casualty		20443
	<b>INSURER B:</b> Travelers Casualty and Surety Company of America		31194
	<b>INSURER C:</b> National Fire Insurance Of Hartford		20478
	<b>INSURER D:</b> Underwriters at Lloyd's London		15642
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	4017749887	09/18/2023	09/18/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4017749887	09/18/2023	09/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ \$10,000	Y	Y	4017751039	09/18/2023	09/18/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4017749887	09/18/2023	09/18/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER STOP GAP E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	ERISA Bond			106640464	03/01/2023	03/01/2026	Limit \$500,000

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

RE: R0010864 City of Spokane Climate Impact and Resiliency Planning with Comprehensive Plan Update  
City of Spokane is an additional insureds with regards to the general liability, with waiver of subrogation, when required in written agreement per policy provision. The general liability includes primary and non-contributory - other insurance condition.

### CERTIFICATE HOLDER

### CANCELLATION

City of Spokane 808 W Spokane Falls Blvd Spokane Washington, 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  Phillip Naples
--	--

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3/21/2024

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<b>PRODUCER</b>  The Partners Group 11850 SW 67th Avenue, Suite 100 Portland Oregon, 97223		<b>CONTACT NAME:</b> Phillip Naples	<b>FAX (A/C, No):</b>
		<b>PHONE (A/C, No, Ext):</b> (360) 502-7815	<b>E-MAIL ADDRESS:</b> serviceteam@tpgrp.com
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Continental Casualty	<b>NAIC #</b> 20443
		<b>INSURER B:</b> Travelers Casualty and Surety Company of America	31194
		<b>INSURER C:</b> National Fire Insurance Of Hartford	20478
		<b>INSURER D:</b> Underwriters at Lloyd's London	15642
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**
 BERK Consulting, Inc  
 2200 Sixth Ave, Suite 1000  
 Seattle Washington, 98121
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability			W16985231001	09/18/2023	09/18/2024	Each Claim \$2,000,000 General Aggregate \$2,000,000

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

RE: R0010864 City of Spokane Climate Impact and Resiliency Planning with Comprehensive Plan Update  
 City of Spokane is an additional insureds with regards to the general liability, with waiver of subrogation, when required in written agreement per policy provision. The general liability includes primary and non-contributory - other insurance condition.

**CERTIFICATE HOLDER**
 City of Spokane  
 808 W Spokane Falls Blvd  
 Spokane Washington, 99201
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  Phillip Naples

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 10/21/2024**Committee Agenda type:** Consent**Date Rec'd**

10/18/2024

**Clerk's File #**

OPR 2022-0836

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

DAWN KINDER 625-6443

**Requisition #****Contact E-Mail**

DKINDER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

1680- REVENUE INCREASE DEPT OF COMMERCE ROW INITIATIVE- 46141-011

**Agenda Wording**

Increase of revenue from Commerce as part of ROW Initiative for City expenses.

**Summary (Background)**

Misc Community Development Grants Fund. Increase revenue by \$214,042.01 for grant revenue from the WA State Department of Commerce as part of ROW Initiative. Increase appropriation solely for the City's administrative costs including benefits, supplies, services, and equipment.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost

\$ 214,042.01

Current Year Cost

\$

Subsequent Year(s) Cost

\$ 214,042.01

**Narrative****Amount****Budget Account**

Expense

\$ 214,042.01

#

1540-95655-65410-54201-72619

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Amendment #2**

Contract Number: SFY23-46141-011  
Amendment Number: 2

**Washington State Department of Commerce  
Housing Division  
ROW Initiative**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative (only if updated)</b> Dawn Kinder, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6th Floor 509-625-6443 <a href="mailto:dkinder@spokanecity.org">dkinder@spokanecity.org</a>		<b>4. COMMERCE Representative (only if updated)</b> Nathan Peppin Rights of Way Initiative Manager (360) 489-5825 <a href="mailto:nathan.peppin@commerce.wa.gov">nathan.peppin@commerce.wa.gov</a> PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Contract Amount (and any previous amendments)</b>  \$214,042.01	<b>6. Amendment Amount</b>  \$154,406.05 108,812.10 FY25 + (\$45,593.95 FY24 deob)	<b>7. New Contract Amount</b>  \$368,448.06	
<b>8. Amendment Funding Source</b> Federal: \$0 State: \$154,406.05 Other: \$0		<b>9. Amendment Start Date</b> 10/1/2024	<b>10. Amendment End Date</b> 10/30/2025
<b>11. Federal Funds (as applicable):</b> \$0	<b>Federal Agency:</b> US Treasury	<b>CFDA Number:</b> 21.07	
<b>12. Amendment Purpose:</b> De-obligating unspent funds from FY24 and adding ERP funding pursuant to ESSB 5187 2023 Section 129(36) for SFY25			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p><b>FOR CONTRACTOR</b></p>  <p>_____</p> <p>Lisa Brown, Mayor</p>  <p>_____</p> <p>Date</p>  <p>Attest: _____</p> <p>City Clerk</p>  <p>_____</p> <p>Approved as to form Assistant City Attorney</p>	<p><b>FOR COMMERCE</b></p>  <p>_____</p> <p>Corina Grigoras Assistant Director, Housing Division</p>  <p>_____</p> <p>Date</p>  <p><b>APPROVED AS TO FORM ONLY</b></p> <p>_____</p> <p>Sandra Adix Assistant Attorney General</p> <p>_____</p> <p>3/20/2014 Date</p>
--	--

**Amendment #2**

This Contract is **amended** as follows:

De-obligating unspent funds from FY24 in the amount of \$45,593.95.

**1. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$368,448.06 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**2. EXPENSES**


Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$53,835.80 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**1. Attachment B “BUDGET” is amended as follows:**

<b>Activity</b>	<b>FY 23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
CMIS Management/ Operations	\$178,679.00	\$159,679.00	\$180,000.00	\$518,358.00
Indirect 10%	\$17,867.90	\$15,967.90	\$20,000.00	\$53,835.80
<b>De-obligation</b>	<b>(\$158,151.79)</b>	<b>(\$45,593.95)</b>	<b>\$ -</b>	<b>(\$203,745.74)</b>
<b>TOTAL</b>	<b>\$38,395.11</b>	<b>\$130,052.95</b>	<b>\$200,000.00</b>	<b>\$368,448.06</b>

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

 <b>Agenda Sheet for City Council Meeting of:</b> 11/07/2022		<b>Date Rec'd</b>	10/28/2022
		<b>Clerk's File #</b>	OPR 2022-0836
		<b>Renews #</b>	
<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JENN CERCEDES 5096256055	<b>Project #</b>	
<b>Contact E-Mail</b>	JCERCEDES@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1680 HOUSING & HUMAN SERVICES DEPARTMENT OF COMMERCE ROW CMIS		
<b>Agenda Wording</b>			
CHHS is requesting consent to accept \$372,193.80 from the Department of Commerce to support the Right of Way project at Camp Hope. We would provide a project position through June of 2024 for the implementation of CMIS data tracking for ROW			
<b>Summary (Background)</b>			
Department of Commerce has offered \$372,193.80 to provide a staff person for our CMIS group through June of 2024 to implement the ROW project data collection. This will involve setting up the projects in CMIS, training agencies on use, and pulling reports			
Lease? NO	Grant related? YES	Public Works? NO	
<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ 372,193.00	#	95613
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CERCEDES, JENNIFER	<b>Study Session\Other</b>	11/7/2022
<b>Division Director</b>	FINCH, ERIC	<b>Council Sponsor</b>	Stratton
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	jcerecedes@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	sbrown@spokanecity.org	
<b>Additional Approvals</b>		pgrinder@spokanecity.org	
<b>Purchasing</b>		dramos@spokanecity.org	
<b>ACCOUNTING - GRANTS</b>	MURRAY, MICHELLE		
		Approved by Spokane City Council on: 11/7/2022	

  
City Clerk





**Federal Services Contract with**

**The City of Spokane, a Washington municipal corporation**

**through**

**Rights of Way Initiative – Housing Division**

**Contract Number:  
SFY23- 46141-011**

**For**

Establishing an agreement between the City of Spokane and Commerce to achieve housing stability for individuals and families relocated from state rights of way.

**Dated:** Saturday, October 1, 2022



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## Face Sheet

Contract Number: SFY23-46141-011

**Housing Division  
Rights of Way Initiative**

Subrecipient  
 Contractor

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jenn Cerecedes Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6 <sup>th</sup> Floor (509) 625-6055 <a href="mailto:icerecedes@spokanecity.org">icerecedes@spokanecity.org</a>		<b>4. COMMERCE Representative</b> Nathan Peppin Director of Homelessness on State Rights of Way 1011 Plum St SE Olympia, WA 98504 (360) 628-1410 <a href="mailto:nathan.peppin@commerce.wa.gov">nathan.peppin@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$372,193.80	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 10/1/2022	<b>8. End Date</b> 10/1/2024
<b>9. Federal Funds (as applicable)</b> \$372,193.80	<b>Federal Agency:</b> US Department of Treasury	<b>ALN</b> 21.027	<b>De Minimis Cost Rate</b> 10%
<b>10. Tax ID #</b> 91-60001280	<b>11. SWV #</b> WA003S	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b> PDNCLY8MYJN3
<b>14. Contract Purpose</b> Establishing an agreement between the City of Spokane and Commerce to achieve housing stability for individuals and families relocated from state rights of way.  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Scope of Work			
<b>FOR CONTRACTOR</b>  _____ Nadine Woodward, Mayor  11/15/2022 _____ Date		<b>FOR COMMERCE</b>  DocuSigned by: _____ <small>96DD7776CA2E4F3...</small> Diane Klontz, Deputy Director of Division and Program Alignment  1/17/2023   4:53 PM PST _____ Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_



## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: Not Provided  
Federal Award Identification Number (FAIN): SLFRP0002  
Total amount of the federal award: \$2,213,854,677.95  
Awarding official: US Department of the Treasury

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. SLRFP0002 awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Rights of Way Initiative, Washington State Department of Commerce."

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$372,193.80 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment A - Scope of Work and Budget

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$372,193.80, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number SFY23-46141-011. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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





Contractor.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

The Contractor shall maintain insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

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

The Contractor shall submit to COMMERCE within fifteen (15) calendar a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy



required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certificates from the insurance issuing agency. The copies or certificates shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

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

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

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

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

## **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget





## General Terms and Conditions

### 1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

### 2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings,





conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.



- ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor 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, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier contractor certifies, 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.
  - ii. 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.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing,





transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

## 12. CONFLICT OF INTEREST

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

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

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

## 13. COPYRIGHT PROVISIONS

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

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

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





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

#### **14. DISPUTES**

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

The request for a dispute hearing must:

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

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

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

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

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

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

#### **15. DUPLICATE PAYMENT**

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

#### **16. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **17. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.



The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**19. INDIRECT COSTS**

The Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**21. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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





The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Contract.

## **25. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

## **26. POLITICAL ACTIVITIES**

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

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

## **27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

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

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
  - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii.** Positive efforts shall be made to use small and minority-owned businesses.
  - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.



- v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

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

## **28. PUBLICITY**

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

## **29. RECAPTURE**

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

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

## **30. RECORDS MAINTENANCE**

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

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **31. REGISTRATION WITH DEPARTMENT OF REVENUE**

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





### **32. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

### **33. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

### **34. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **35. SITE SECURITY**

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

### **36. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

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

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **37. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

### **38. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **39. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need





to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **40. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **41. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be



final for all the purposes of this clause;

- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

#### **42. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

#### **43. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.





## Attachment A: Scope of Work

The City of Spokane will hire a full-time project employee for the CMIS, a HUD-compliant HMIS, work unit within the Community Housing and Human Services Department (“CHHS”) and fulfill the information system management needs for Rights of Way project as required by the Department of Commerce for the data collection setup, reporting and ongoing data and information system management. Budget line items may shift as long as the total contract expenditures do not exceed \$500,000. Changes to line items that exceed 10% will require notification to Commerce.

*MJP      7/28      vlp*

DS  
DK

### **CMIS Project Employee:**

The project employee will work under the supervisor of the CMIS administrator doing the following activities:

- Information system requirements gathering for ROW project setup
- Setup ROW Project in CMIS (ClientTrack application)
- Ensure proper data collection in accordance with the Dept. of Commerce’s guidelines
- Create reports in accordance with the Dept. of Commerce’s guidelines
- Ensure proper reporting in accordance with the Dept. of Commerce’s guidelines
- Train new information system users at start-up and throughout project on information system
- Maintain information system’s infrastructure for the project: Form Designer & Workflow Designer
- Review, monitor and build out improvements and enhancements for data being collected and reported on by the project
- Collaborate and train alongside homeless housing and services providers, and coordinated entry leads for proper data collection for the project
- Point-of-contact for Dept. of Commerce’s HMIS lead admin and share and execute any new data requirements for the project
- Manage ROW new user accounts and passwords
- Work with software vendor to troubleshoot issues or system bugs
- Recommend fixes
- based on data collection requirements and policies
- Other duties as assigned or improvements to data collection and reporting
- Custom reporting and analysis and query data as needed for funder or planning purposes
- Monitor data for data quality issues and alert EHF of emergent or current issues related to DQ
- Trouble shoot technical challenges and issues related to software and the ROW project
- Present data to stakeholder groups



- Develop documentation and instructions

**Annual cost for 10 monthly user licenses**

The user license fee covers the cost of using ClientTrack, the CMIS an HMIS compliant management system. The cost is \$148.82 per licensee per month.

**Hardware (Laptop + Equipment + Software)**

This includes the cost of hardware and software, data storage, and the accounts and licenses needed to complete work by the project employee. This includes a Company a secure laptop, internet, Microsoft Office, PowerBI, and may include SQL Server Management Studio, ArcGIS and other applications that may be needed to complete the work.

**Vendor Admin Support**

This allows for 20 hours a month of technical application assistance and new staff training.

**ROW Custom Report**

This is the report required to submit to the Department of Commerce as a requirement of funding.

**Custom Data Products (100hrs x \$ 76.78 per hr.)**

This is an estimate of the amount of hours and the cost rate per hour to complete custom data products that may include but are not limited to custom reports in Excel, data visualizations in PowerBI, geospatial data visualizations (maps) in ArcGIS, PowerPoint presentations, custom querying of the data outside the requirements and guidelines of the Department of Commerce for data collection and reporting, etc.



### Attachment B: Budget

Activity	FY23	FY24	TOTAL
Salaries and Benefits	\$99,179.00	\$99,179.00	\$198,358.00
Software Licensing (10 Licenses)	\$17,760.00	\$17,760.00	\$35,520.00
Hardware	\$4,000.00	-	\$4,000.00
Vendor Technical Support	\$13,800.00	\$13,800.00	\$27,600.00
Right of Way: Required Report	\$15,000.00	-	\$15,000.00
Custom Data Products (100hrs x 76.78 per hour)	\$7,690.00	\$7,690.00	\$15,380.00
Other City Cost: Training, Travel, Supplies, etc.)	\$21,250.00	\$21,250.00	\$42,500.00
<b>Subtotal Operational Costs</b>	<b>\$178,679.00</b>	<b>\$159,679.00</b>	<b>\$338,358.00</b>
Indirect 10%	\$17,867.90	\$15,967.90	\$33,835.80
<b>Agreement Total</b>	<b>\$196,546.90</b>	<b>\$175,646.90</b>	<b>\$372,193.80</b>



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 10/21/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/18/2024

**Clerk's File #** OPR 2023-0083

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

<b>Submitting Dept</b>	NEIGHBORHOOD, HOUSING &	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	DAWN KINDER 6443	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	DKINDER@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	ZZAPPONE JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	1680- WA DEPT OF COMMERCE ROW INITIATIVE- 46141-014		
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**Agenda Wording**

Agreement between Commerce and the City of acceptance and reimbursement of funds.

**Summary (Background)**

Commerce shall pay up to \$5,900,541.23 for the performance of things necessary for or incidental to the performance of work under the contract per the scope of work. Contractor shall receive reimbursement for travel and other expenses as identified in the attached or as authorized in advance by Commerce.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost	\$ 6,951,275
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Current Year Cost	\$
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Subsequent Year(s) Cost	\$ 6,951,275
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**Narrative**

**Amount**

**Budget Account**

Expense	\$ 6,951,275	# 1540-95655-65410-54201-72619
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Amendment #2**

Contract Number: SFY23-46141-014  
Amendment Number: 2

**Washington State Department of Commerce  
Housing Division  
ROW Initiative**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative (only if updated)</b> Dawn Kinder, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6th Floor 509-625-6443 <a href="mailto:dkinder@spokanecity.org">dkinder@spokanecity.org</a>		<b>4. COMMERCE Representative (only if updated)</b> Nathan Peppin Rights of Way Initiative Manager (360) 489-5825 <a href="mailto:nathan.peppin@commerce.wa.gov">nathan.peppin@commerce.wa.gov</a> PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Contract Amount (and any previous amendments)</b>  \$6,951,275	<b>6. Amendment Amount</b>  (\$1,050,733.77) (\$606,491.36 FY23 deob) + (\$113,440.41 FY24 deob) + (\$330,802 FY25)	<b>7. New Contract Amount</b>  \$5,900,541.23	
<b>8. Amendment Funding Source</b> Federal: (\$606,491.36) State: (\$444,242.41) Other: \$0		<b>9. Amendment Start Date</b> 7/1/2023	<b>10. Amendment End Date</b> 6/30/2025
<b>11. Federal Funds (as applicable):</b> (\$606,491.36)	<b>Federal Agency:</b> US Treasury	<b>CFDA Number:</b> 21.07	
<b>12. Amendment Purpose:</b> De-obligating unspent funds from FY23 and FY24, adding SFY24 & SFY25 funding for I2 Strategies, adding ERP funding pursuant to ESSB 5187 2023 Section 129(36) for SFY25 and removing Housing Navigator funding for SFY25			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p><b>FOR CONTRACTOR</b></p>  <p>_____ Garrett Jones Interim, City Administrator</p>  <p>_____ Date</p>  <p>Attest: _____ City Clerk</p>  <p>_____ Approved as to form Assistant City Attorney</p>	<p><b>FOR COMMERCE</b></p>  <p>_____ Corina Grigoras Assistant Director, Housing Division</p>  <p>_____ Date</p>  <p><b>APPROVED AS TO FORM ONLY</b></p> <p>_____ Sandra Adix Assistant Attorney General</p> <p>_____ 3/20/2014 Date</p>
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## Amendment #1

This Contract is **amended** as follows:

De-obligating unspent funds from FY23 in the amount of \$606,491.36 and FY24 in the amount of \$113,440.41.

1. **Section 4, "COMPENSATION" is amended to read as follows:**

COMMERCE shall pay an amount not to exceed \$5,900,541.23 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

2. **Section 5, "EXPENSES" is amended to read as follows:**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$641,799.00 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

3. **Attachment A "Scope of Work"** is amended to include the following:

### **Innovative Impact Strategies, LLC Consultant Contract**

WASHINGTON STATE DEPARTMENT OF COMMERCE has retained Innovative Impact Strategies, LLC to provide homeless service consulting services and subject matter expert support to Commerce on a case-by-case basis. This will include tasks identified below. Specific attention will be given to the homeless encampments on state rights of way and/or other properties as directed by the state.

This work will begin April 2024 and last through December 2024. Work will be completed by i2-strategies staff - Colin DeForrest, Principal, or Stephanie Martinez, Senior Consultant. I2 staff will perform all work at a rate of \$150/hour, plus reimbursement for travel expenses and any purchases or fees related to onsite work under the direction of COMMERCE leadership. Additional consultant support, if required, may be negotiated, expanded, or scoped separately.

The cost of services will not exceed \$125,000.

The following outlines tasks and deliverables to be produced by consultant in coordination with COMMERCE leadership:

#### **Task 1: STRATEGIC PLANNING TO RESPOND TO THE DIVISION CORRIDOR**

- Visit site.
- Meet with outreach providers, other involved social service providers, and local or regional public entity (as needed/directed)
- Assess site and surroundings.
- Implement a coordinated assessment and engagement plan for the area.
- Create a phased response plan.
  - Outreach
  - Engagement

**Amendment #1**

- Connection to services
- Monitoring
- Site access control techniques
- Identify and engage individuals experiencing homelessness and living on the streets in this area.

**Task 2: COORDINATION WITH THE CITY OF SPOKANE**

- Meet with City of Spokane staff.
  - Leadership
  - Police
  - Code Enforcement
- Work closely with the City of Spokane to design a collaborative response plan that works for the city, the state and the providers.
- Support city in the implementation of site reclamation strategies.
- Meet with city staff and business owners to identify tailored response strategies for local businesses. Identify and assist with the activation and opening of a Temporary Overflow Shelter site.
- Develop a coordinated and sustainable monitoring plan with the city and providers.
- Implement a coordinated monitoring plan.

**Task 3: ONGOING SUBJECT MATTER EXPERT SUPPORT AS IDENTIFIED AND NEEDED**

- Tailored support and consultation services as needed by COMMERCE.
- Proactive response and supportive services
- Ongoing homeless services consultation and support at future identified sites.

**4. Attachment B “Budget” is amended as follows:**

**Attachment B: Budget**

<b>Line Item</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>Total</b>
Trent Shelter	\$1,818,182	\$1,500,000	\$1,454,871	<b>\$4,773,053</b>
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$ -	<b>\$944,257</b>
Diversion Program – United Way	\$136,364	\$ -	\$ -	<b>\$136,364</b>
I2 Strategies	\$ -	\$70,000	\$55,000	<b>\$125,000</b>
Admin	\$255,147	\$225,000	\$161,652	<b>\$641,799</b>
De-obligation	<b>(\$606,491.36)</b>	<b>(\$113,440.41)</b>	<b>\$ -</b>	<b>(\$719,931.77)</b>
<b>TOTAL</b>	<b>\$2,200,133.64</b>	<b>\$2,028,884.59</b>	<b>\$1,671,523</b>	<b>\$5,900,541.23</b>

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



**Agenda Sheet for City Council Meeting of:**  
01/30/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2023-0083
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	JENN CERCEDES 5096256055
<b>Contact E-Mail</b>	JCERCEDES@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1680 CHHS DEPT OF COMMERCE RIGHT OF WAY INITIATIVE

**Agenda Wording**

In July of 2022 DOC made available funds for assisting with moving persons in encampments into housing. The City has received a contract indicating commerce will award the City \$2,806,625

**Summary (Background)**

In July of 2022 DOC made available funds for assisting with moving persons in encampments into housing. The City has received a contract indicating commerce will award the City \$2,806,625 to be broken down into the following distributions • \$2,000,000 To Trent Shelter currently managed by TSA • \$656,625 to Housing Navigators for Rapid Re-housing • \$150,000 to United Way for Diversion The scope of services for TRAC is complete, the Rapid Re-housing and Diversion scopes are still in progress- ple

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Revenue	\$ \$2,806,625
Select	\$
Select	\$
Select	\$

**Budget Account**

#	SBO in process
#	
#	

**Approvals**

<b>Dept Head</b>	MCCOLLIM, KIMBERLEY
<b>Division Director</b>	MCCOLLIM, KIMBERLEY
<b>Finance</b>	MURRAY, MICHELLE
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	1/23/2023
<b>Council Sponsor</b>	Wilkerson & Stratton

**Distribution List**

jcerecedes@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	
<b>ACCOUNTING - GRANTS</b>	MURRAY, MICHELLE

Approved by Spokane City Council on: 1/30/2023

*Terri Pfister*  
Terri Pfister (Feb 13, 2023 15:09 PST)

Acting City Clerk

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	CHHS
<b>Contact Name &amp; Phone</b>	Jenn Cerecedes 509.625.6055
<b>Contact Email</b>	<a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Wilkerson and CM Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Department of Commerce Right of way initiative
<b>Summary (Background)</b>	<p>In July of 2022 DOC made available funds for assisting with moving persons in encampments into housing. The City has received a contract indicating commerce will award the City \$2,806,625 to be broken down into the following distributions</p> <ul style="list-style-type: none"> <li>• \$2,000,000 To Trent Shelter currently managed by TSA</li> <li>• \$656,625 to Housing Navigators for Rapid Re-housing</li> <li>• \$150,000 to United Way for Diversion</li> </ul> <p>The scope of services for TRAC is complete, the Rapid Re-housing and Diversion scopes are still in progress- please see Scope of Work section for details on Rapid Re-Housing and Diversion.</p>
<b>Proposed Council Action &amp; Date:</b>	Acceptance of these awards on January 9 <sup>th</sup> , 2023
<p><b>Fiscal Impact:</b>  Total Cost:  Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring  Specify funding source:</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?  This will serve households over the age of 18 who are homeless.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  CMIS will be used for data collection</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  CMIS will be used for data collection</p>	

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

This will align with the current 5 year strategy to end homelessness



**Federal Services Contract with**

**The City of Spokane, a Washington municipal corporation,**

**through**

**Rights of Way Initiative.**

**Contract Number:  
SFY23- 46141-014**

**For**

**Establishing an agreement between the City of Spokane and  
Commerce to achieve housing stability for individuals and families  
relocated from state rights of way.**

**Dated: Friday, October 1, 2021**



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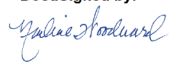
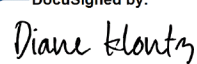
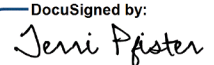
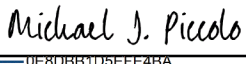


## Face Sheet

Contract Number: SFY23- 46141-014

**Housing Division  
Rights of Way Initiative**

**Subrecipient**  
 **Contractor**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jennifer Cerecedes, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6 <sup>th</sup> Floor 509-625-6055 <a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>		<b>4. COMMERCE Representative</b> Nathan Peppin Director of Homelessness on State Property (360) 489-5825 <a href="mailto:nathan.peppin@commerce.wa.gov">nathan.peppin@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$2,806,625	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 10/1/22	<b>8. End Date</b> 6/30/23
<b>9. Federal Funds (as applicable)</b> \$2,806,625		<b>Federal Agency:</b> U.S. Treasury	<b>ALN</b> 21.027
<b>Indirect Rate</b> 10%			
<b>10. Tax ID #</b> 91-60001280	<b>11. SWV #</b> SWV0003387-03	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b> PDNCLY8MYJN3
<b>14. Contract Purpose</b> Establishing an agreement between the City of Spokane and Commerce to achieve housing stability for individuals and families relocated from state rights of way.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
<b>FOR CONTRACTOR</b> DocuSigned by:  99854E7E074B4A0... Nadine Woodward, Mayor  2/9/2023   10:54 AM PST Date		<b>FOR COMMERCE</b> DocuSigned by:  96DD7776CA2E4F3... Diane Klontz Deputy Director of Division and Program Alignment  2/13/2023   2:12 PM PST Date	
Attest: DocuSigned by:  2/13/2023   11:57 AM PST City Clerk DocuSigned by:  0E8DBB1D5EFE4BA... Approved as to form Assistant City Attorney		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	





## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: Not Provided  
Federal Award Identification Number (FAIN): SLFRP0002  
Total amount of the federal award: \$2,213,854,677.95  
Awarding official: US Department of the Treasury

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. SLRFP0002 awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Rights of Way Initiative, Washington State Department of Commerce.”

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$2,806,625.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$2,806,625.00 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number SFY23- 46141-014. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.



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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fail to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

**5. SUBCONTRACTOR DATA COLLECTION**

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

**6. INSURANCE**

The Contractor shall maintain insurance coverage as set out in this section.

The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

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



The Contractor shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certificates from the insurance issuing agency. The copies or certificates shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

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

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

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

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

## **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **8. HOUSING SAFETY AND HABITABILITY REQUIREMENTS**

All funded living situations must protect occupants from the elements and not pose a threat to health or safety. Accommodations must be made for people who use wheelchairs or mobility devices, as needed, and reasonable accommodations must be made for other disabilities.



All funded living situations must provide:

- Access to hygiene facilities, including toilets, handwashing, and garbage containers, all of which are serviced frequently
- Access to storage for the belongings
- Cleaning services to support hygienic living situations
- Access to habitable temperatures
- Reasonable proximity to the right of way from which the person was moved, and reasonable access to transportation to local services

Funded living situations should also provide:

- Access to personal hygiene products
- Access to food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices
- Access to laundry facilities
- Access to electricity

## 9. HOUSING ACCESSIBILITY

Housing and shelter beds funded by this initiative must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Housing and shelters must have flexible intake processes and require minimal documentation.

At a minimum, people must not be screened out based on the following criteria:

- Having little or no income
- Having poor credit or financial history
- Having poor or lack of rental history or evictions
- Having involvement with the criminal justice system
  - Housing serving families with children may screen participants for sex offenses.
- Having active or a history of alcohol and/or substance use
  - Sobriety/recovery-focused housing may limit enrollment to individuals seeking a sober/ recovery-focused environment, but sobriety/ recovery-focused housing cannot be the only housing option offered.
- Having been impacted or affected by crime
- The type or extent of disability-related services or supports that are needed
- Lacking identification or proof of U.S. Residency Status
- Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services
- If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program

Housing can be oriented to moving people to more permanent housing, but housing may not have strict stay limits. Participants must not be exited to homelessness solely due to the number of days residing in housing.

Participants must not be terminated from the program for the following reasons:

- Failure to participate in supportive services or treatment programs
- Failure to make progress on a housing stability plan
- Alcohol and/or substance use in and of itself is not considered a reason for termination
- If a participant is terminated from the housing due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the housing at a later date when the behavior has been resolved.



Housing and shelter must comply with local, state, and federal nondiscrimination requirements, including not discriminating based on religion, gender identity, or sexual orientation.

**10. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget





## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings,



conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.



- ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor 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, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier contractor certifies, 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.
  - ii. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing,



transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

## 12. CONFLICT OF INTEREST

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

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

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

## 13. COPYRIGHT PROVISIONS

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

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

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



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

#### **14. DISPUTES**

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

The request for a dispute hearing must:

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

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

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

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

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

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

#### **15. DUPLICATE PAYMENT**

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

#### **16. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **17. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.



The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**19. INDIRECT COSTS**

The Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**21. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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



The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Contract.

## **25. PAY EQUITY**

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

## **26. POLITICAL ACTIVITIES**

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

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

## **27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Contractor’s procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
  - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii.** Positive efforts shall be made to use small and minority-owned businesses.
  - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.





- v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
- vi. Some form of price or cost analysis should be performed in connection with every procurement action.
- vii. Procurement records and files for purchases shall include all of the following:
  - 1) Contractor selection or rejection.
  - 2) The basis for the cost or price.
  - 3) Justification for lack of competitive bids if offers are not obtained.
- viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

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

## **28. PUBLICITY**

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

## **29. RECAPTURE**

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

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

## **30. RECORDS MAINTENANCE**

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

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **31. REGISTRATION WITH DEPARTMENT OF REVENUE**

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



**32. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**33. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**34. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**35. SITE SECURITY**

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

**36. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

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

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**37. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**38. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**39. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need



to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **40. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **41. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be



final for all the purposes of this clause;

- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**42. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**43. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## **Attachment A: Scope of Work**

### **Trent Shelter:**

GRANTEE shall manage, staff, and operate the Trent Resource and Assistance Center to maintain an annual capacity of approximately 50 unsheltered individuals who self-certify as being displaced from the Washington State Department of Transportation's Right of Way commonly referred to as Camp Hope and thereby meet the basic needs of experiencing homelessness,

#### Operations

- a. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to fifty (50) adults from state rights of way, based on priority provided by Commerce or WSDOT, in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.
- b. Hours of intake are to be 24 hours a day. GRANTEE is to be able to take an adult in at any time to provide needed shelter and basic human needs. To better manage the population, it is expected that guests remain in the shelter after dusk until dawn, and guests that demand to leave during that window would be barred from re-entry. Guests that demand to leave during hours of darkness will also be provided transport as defined below. Guests that have a legitimate and compelling need, such as night-time employment, or a documented/confirmed medical emergency can be exempted from this re-entry rule at GRANTEE's discretion. The intent of this provision is to reduce or eliminate unauthorized egress during hours of darkness as there are no local stores or services available, and all the guest needs can be met onsite.
- c. Daytime shelter and day use space shall be provided seven days a week including access to bathroom, shower, laundry, electrical charging, supportive services, and meals three times per day.
- d. GRANTEE shall ensure there is adequate separate day space internally and in the fenced outside area and loading dock area to allow for use without a guest having to leave the property. The outside space should incorporate a smoking area that allows adequate separation to prevent second-hand inhalation from other exterior spaces, and a pet-relief area that is maintained to prevent odor or other public health concerns.
- e. Scope of services includes providing of chemical toilets scaled to the population, services to same and the CITY owned and provided shower trailer, and provision for ADA accessibility to these facilities.



- f. Daytime services shall include outreach, referrals, case management, temporary storage for personal belongings, and a coordinated entry access point for regional supportive services, employment and housing.
- g. The Parties hereto affirm that they will comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State, or the Washington State Legislature. Additional resources information may be found on the Governor's website at the following link: <https://coronavirus.wa.gov/>
- h. GRANTEE shall provide high-speed internet capability for GRANTEE, Service Provider, and any supporting agency use as part of the operating budget. The CITY shall provide four workstations for guest use related to supportive services, employment, and housing related use. At GRANTEE's own discretion, with outside partnership, wifi capability to the guests can be provided as long as it does not limit or reduce the effectiveness of the above requirement, and GRANTEE must have the capability to separate that guest wifi capability.
- i. GRANTEE shall provide a land-line telephone capability that can support at least two concurrent callers and be able to provide fire alarm connection capabilities as required.
- j. Rules of conduct shall be posted and used to help manage the site. GRANTEE will provide those rules to the CITY for review and approval and shall update based on lessons learned and feedback from the CITY, community members, or other governing agencies. At a minimum, these rules shall include not allowing weapons onsite, confiscation of illegal weapons and drugs and turning into the Spokane Police Department (SPD), and not allowing onsite drug or alcohol use or storage. Any site rules cannot be in conflict with any provision of the terms and conditions of this contract.
- k. Management of guests – GRANTEE shall provide and update a site plan and set of Standard Operating Procedures (SOPs) for review and reasonable input. This shall detail how different adult populations are to be managed, provided resources and access to services, issues and conflicts managed, and connection to supportive services will be assisted.
- l. GRANTEE shall provide healthy and nutritionally balanced meal choices and meet any needed and documented dietary requirement of shelter guests. GRANTEE is encouraged to provide healthy snack and beverage options.
- m. Personal visits to shelter guests will be managed, with visitors having to check in with GRANTEE and are subject to the shelter rules of conduct.

### **Rapid Rehousing:**

Prior to the release of any funding for Rapid Rehousing this section of the scope of work must be updated and agreed to by Commerce and The City of Spokane. Commerce and the City of



Spokane may agree in writing via email to release up to \$150,000.00 prior to a complete scope of work being finalized in an effort to stand up the program and avoid delays in housing homeless individuals and families.

**Diversion:**

Prior to the release of any funding for Diversion this section of the scope of work must be updated and agreed to by Commerce and The City of Spokane. Commerce and the City of Spokane may agree in writing via email to release up to \$25,000.00 prior to a complete scope of work being finalized in an effort to stand up the program and avoid delays in treating homeless individuals and families.





## Attachment B: Budget

<b>Line Item</b>	<b>FY 23</b>
Trent Shelter	\$1,818,182
Rapid Rehousing (Housing Navigators)	\$596,932
Diversion Program – United Way	\$136,364
Admin	\$255,147
<b>TOTAL</b>	<b>\$2,806,625</b>

**Certificate Of Completion**

Envelope Id: 45108A9D25104E94B51DD55C00DE9A09

Status: Completed

Subject: Complete with DocuSign: FINAL SFY23-46141-014.pdf

Division:

Community Services and Housing

Program: ROW Initiative

ContractNumber: SFY23-46141-014

DocumentType: Contract

Source Envelope:

Document Pages: 24

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nathan Peppin

AutoNav: Enabled

1011 Plum Street SE

Enveloped Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Olympia, WA 98504-2525

nathan.peppin@commerce.wa.gov

IP Address: 198.239.10.141

**Record Tracking**

Status: Original

Holder: Nathan Peppin

Location: DocuSign

2/8/2023 11:23:56 AM

nathan.peppin@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

**Signer Events****Signature****Timestamp**

Michael J. Piccolo

mpiccolo@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication  
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DocuSigned by:

Michael J. Piccolo

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**Electronic Record and Signature Disclosure:**

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Nadine Woodward

nwoodward@spokanecity.org

Mayor

City of Spokane

Security Level: Email, Account Authentication  
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DocuSigned by:

Nadine Woodward

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Signed: 2/9/2023 10:54:15 AM

Signature Adoption: Uploaded Signature Image

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**Electronic Record and Signature Disclosure:**

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Terri Pfister

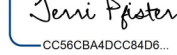
tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication  
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DocuSigned by:

Terri Pfister

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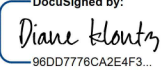
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Signer Events	Signature	Timestamp
<p>Diane Klontz  diane.klontz@commerce.wa.gov  Deputy Director  Washington State Department of Commerce  Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:    96DD7776CA2E4F3...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.239.106.186</p>	<p>Sent: 2/13/2023 11:57:14 AM  Viewed: 2/13/2023 2:11:57 PM  Signed: 2/13/2023 2:12:19 PM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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<p>Melanie Coe  mcoe@spokanecity.org  Clerk III  City of Spokane  Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Using IP Address: 155.190.3.8</p>	<p>Sent: 2/8/2023 11:37:08 AM  Viewed: 2/8/2023 11:38:08 AM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 2/8/2023 11:38:08 AM  
ID: b734da8d-25c4-4538-b4b3-56ea03456e3e

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/8/2023 11:37:08 AM
Certified Delivered	Security Checked	2/13/2023 2:11:57 PM
Signing Complete	Security Checked	2/13/2023 2:12:19 PM
Completed	Security Checked	2/13/2023 2:12:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

# 6) OPR 2023-0083 Dept of Commerce Right of Way Initiative Grant Agreement

Final Audit Report

2023-02-13

Created:	2023-02-13
By:	Melanie Coe (mcoe@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVznmiL9YYOROCJ2D9IiYAVA6PBm5oKr

## "6) OPR 2023-0083 Dept of Commerce Right of Way Initiative Grant Agreement" History

-  Document created by Melanie Coe (mcoe@spokanecity.org)  
2023-02-13 - 11:04:07 PM GMT
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature  
2023-02-13 - 11:04:29 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)  
2023-02-13 - 11:09:24 PM GMT
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)  
Signature Date: 2023-02-13 - 11:09:36 PM GMT - Time Source: server
-  Agreement completed.  
2023-02-13 - 11:09:36 PM GMT



**Washington State Department of Commerce  
Housing Division  
ROW Initiative**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative (only if updated)</b> Richard Culton Community Housing & Human Services 808 W Spokane Falls Blvd, 6th Floor <a href="mailto:rculton@spokanecity.org">rculton@spokanecity.org</a> 509-625-6009		<b>4. COMMERCE Representative (only if updated)</b> Nathan Peppin Rights of Way Initiative Manager (360) 489-5825 <a href="mailto:nathan.peppin@commerce.wa.gov">nathan.peppin@commerce.wa.gov</a> PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Contract Amount (and any previous amendments)</b> \$2,806,625	<b>6. Amendment Amount</b> \$4,144,650	<b>7. New Contract Amount</b> \$6,951,275	
<b>8. Amendment Funding Source</b> Federal: \$0 State: \$4,144,650 Other: \$0		<b>9. Amendment Start Date</b> 7/1/2023	<b>10. Amendment End Date</b> 6/30/2025
<b>11. Federal Funds (as applicable):</b> \$2,806,625	<b>Federal Agency:</b> US Treasury	<b>CFDA Number:</b> 21.07	
<b>12. Amendment Purpose:</b> Add FY24 & FY25 budget.			


COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

**FOR CONTRACTOR**

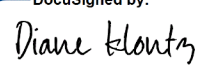
  
\_\_\_\_\_  
Nadine Woodward, Mayor

10/17/2023  
\_\_\_\_\_  
Date

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

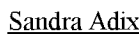
  
\_\_\_\_\_  
Approved as to form Assistant City

**FOR COMMERCE**

DocuSigned by:  
  
\_\_\_\_\_  
Diane Klontz  
Deputy Director of Division and Program Alignment

11/7/2023 | 12:55 PM PST  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY**

  
\_\_\_\_\_  
Sandra Adix  
Assistant Attorney General

3/20/2014  
\_\_\_\_\_  
Date

**Amendment #1**

This Contract is **amended** as follows:

**Special Terms and Conditions:**

1. **Section 4, “COMPENSATION”** is amended to read as follows:  
COMMERCE shall pay an amount not to exceed \$6,951,275 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.
2. **Section 5, “EXPENSES”** is amended to read as follows:  
Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$705,147 which amount is included in the Contract total above.  
  
Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.
3. **Attachment A “Scope of Work”** is amended to include the following:  
Cash or cash equivalents are not eligible expenses unless Commerce provides a prior specific written, which can be via email, approval and it is for a specific documented purpose related to an individual that is identified.
4. **Attachment B “BUDGET”** is amended as follows:

Line Item	FY 23	FY24	FY25	Total
Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$1,291,582
Diversion Program – United Way	\$136,364	-	-	\$136,364
Admin	\$255,147	\$225,000	\$225,000	\$705,147
<b>TOTAL</b>	<b>\$2,806,625</b>	<b>\$2,072,325</b>	<b>\$2,072,325</b>	<b>\$6,951,275</b>

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**Certificate Of Completion**

Envelope Id: D95EA9489EF74A989CBC967F992CE65A

Status: Completed

Subject: OPR 2023-0083 AMENDMENT WASHINGTON STATE DEPARTMENT OF COMMERCE HOUSING DIVISION ROW INITIATIVE RUSH

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelope Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &amp;

drose@spokanecity.org

Canada)

IP Address: 155.190.3.6

**Record Tracking**

Status: Original

Holder: Daniel Rose

Location: DocuSign

10/10/2023 10:28:12 AM

drose@spokanecity.org

**Signer Events****Signature****Timestamp**

Michael J. Piccolo

mpiccolo@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication  
(None)*Michael J. Piccolo*Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.5

Sent: 10/10/2023 10:47:19 AM

Resent: 10/10/2023 10:51:09 AM

Viewed: 10/10/2023 11:00:58 AM

Signed: 10/10/2023 11:01:07 AM

**Electronic Record and Signature Disclosure:**

Accepted: 10/10/2023 11:00:58 AM

ID: b5863207-f16e-4dc8-86f0-b15dc2f98060

Nadine Woodward

nwoodward@spokanecity.org

Mayor

City of Spokane

Security Level: Email, Account Authentication  
(None)*Nadine Woodward*Signature Adoption: Uploaded Signature Image  
Using IP Address: 155.190.3.5

Sent: 10/10/2023 11:01:08 AM

Resent: 10/12/2023 11:09:59 AM

Resent: 10/16/2023 8:04:23 AM

Viewed: 10/17/2023 11:57:20 AM

Signed: 10/17/2023 11:58:49 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication  
(None)*Terri L. Pfister*Signature Adoption: Uploaded Signature Image  
Using IP Address: 155.190.3.5

Sent: 10/17/2023 11:58:50 AM

Viewed: 10/17/2023 3:38:47 PM

Signed: 10/17/2023 3:39:47 PM

**Electronic Record and Signature Disclosure:**

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sarah Cannon scannon@spokanecity.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/10/2023 11:01:08 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	10/10/2023 10:50:02 AM
Envelope Updated	Security Checked	10/10/2023 10:50:02 AM
Envelope Updated	Security Checked	10/10/2023 10:50:02 AM
Envelope Updated	Security Checked	10/10/2023 10:50:02 AM
Envelope Updated	Security Checked	10/10/2023 10:50:02 AM
Certified Delivered	Security Checked	10/17/2023 3:38:47 PM
Signing Complete	Security Checked	10/17/2023 3:39:47 PM
Completed	Security Checked	10/17/2023 3:39:47 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 10/14/2024**Committee Agenda type:** Discussion**Date Rec'd**

10/1/2024

**Clerk's File #**

ORD C36595

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

TAMI 6157

**Requisition #****Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

4700 - SBO - DSC POSITIONS

**Agenda Wording**

The DSC is requesting Council approval to add FTE and fund the hiring of an additional Plan Examiner, Engineering Tech IV, Planner I and Office Clerk Specialist (Clerk III) by utilizing unappropriated fund balance in the 2024 DSC fund.

**Summary (Background)**

The DSC is requesting Council approval to add FTE. These positions are necessary to address increased permit activity, reduce review times, and ensure efficient service delivery. The DSC is an Enterprise Fund and does not impact the General Fund.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ prevailing wages

Current Year Cost \$ 71,986

Subsequent Year(s) Cost \$ 431,900

**Narrative**

This SBO adds an additional Plan Examiner, Engineering Tech IV, Planner I and Office Clerk Specialist (Clerk III) position in the Development Services Center by utilizing DSC unappropriated fund balance.

**Amount****Budget Account**

Expense \$ 33,807 # 4700-41400-58500-51001-99999

Expense \$ 17,964 # 4700-41400-58500-52XXX-99999

Expense \$ 13,201 # 4700-30210-24100-51001-99999

Expense \$ 7,014 # 4700-30210-24100-52XXX-99999

Select \$ #

Select \$ #





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

• In 2018 we issued 669 residential units. In 2023 we issued a total of 1340 units (100.02% increase). So far as of 9/16/2024 we have issued 1143 residential units. o This has primarily been brought about by an increase in multifamily units issued. In 2018 we issued 255 multifamily units while 2023 saw 984 units issued, a 285% increase. So far in 2024 we have issued 845 multifamily units • In July 2024 we saw 506 (32% increase) housing units issued, breaking the previous high of 384 units in 2023. This was also the highest units on record going back to 1994. • In August 2018 we saw a YTD total of 22,870 total permit applications. In 2023 we saw 24,709 applications for an increase of 1,839 permit applications or an 8.04 % increase. As of August 2024, there have been 24,835 applications.

**Approvals**

<b><u>Dept Head</u></b>	PALMQUIST, TAMI
<b><u>Division Director</u></b>	MACDONALD, STEVEN
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA

**Distribution List**

	tpalmquist@spokanecity.org
smacdonald@spokanecity.org	akiehn@spokanecity.org
korlob@spokanecity.org	klouden@spokanecity.org

## Council Briefing Paper

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Development Services Center (DSC)
<b>Contact Name</b>	Tami Palmquist
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> , 625-6157
<b>Council Sponsor(s)</b>	CM Zappone, CM Klitzke, CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	Special Budget Ordinance – DSC Positions
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p><b>Summary</b></p> <p><b>What is the specific purpose or need for the budget adjustment?</b></p> <p><b>What changes or developments have triggered this request?</b></p>	<p>The Development Services Center department is requesting Council approval for to add FTE and fund the hiring of an additional Plan Examiner, Engineering Tech IV, Planner I and Office Clerk Specialist (Clerk III) by utilizing unappropriated fund balance in the 2024 DSC fund. These positions are necessary to address increased permit activity, reduce review times, and ensure efficient service delivery. The DSC is an Enterprise Fund and does not impact the General Fund.</p> <ul style="list-style-type: none"> <li>• In 2018 we issued <b>669</b> residential units. In 2023 we issued a total of <b>1340</b> units (<b>100.02% increase</b>). So far as of 9/16/2024 we have issued <b>1143</b> residential units. <ul style="list-style-type: none"> <li>○ This has primarily been brought about by an increase in multifamily units issued. In 2018 we issued <b>255</b> multifamily units while 2023 saw <b>984</b> units issued, a <b>285%</b> increase. So far in 2024 we have issued <b>845</b> multifamily units</li> </ul> </li> <li>• In July 2024 we saw <b>506 (32% increase)</b> housing units issued, breaking the previous high of <b>384</b> units in 2023. This was also the highest units on record going back to 1994.</li> <li>• In August 2018 we saw a YTD total of <b>22,870</b> total permit applications. In 2023 we saw <b>24,709</b> applications for an increase of <b>1,839</b> permit applications or an <b>8.04 %</b> increase. As of August 2024, there have been <b>24,835</b> applications.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>prevailing wages</u></p> <p style="padding-left: 20px;">Current year cost: \$71,986</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$431,900</p> <p><b>Narrative:</b> This SBO adds an additional Plan Examiner, Engineering Tech IV, Planner I and Office Clerk Specialist (Clerk III) position in the Development Services Center by utilizing DSC unappropriated fund balance.</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Next year these positions will be incorporated into the 2025 DSC budget and should be offset by fee revenue.</p>	

**Expense Occurrence**    One-time    Recurring    N/A

Other budget impacts: (revenue generating, match requirements, etc.) Most positions are revenue generating through plan review fees.

**Operations Impacts** (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?  
In 2024 the DSC's unappropriated fund balance will be reduced by the amount of the salary & benefits needed for these additional positions.
- What operational changes will occur because of this adjustment?  
Adding additional staff will reduce plan review/permitting time for customers and help answer customer questions quickly.
- What are the potential risks or consequences of not approving the budget adjustment?  
If not approved, current staff are at a higher risk for burnout or turnover due to the increased demand and permit processing time would be increased for customers.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
When an application is submitted to the DSC for review, the applicant is provided with a pledge date of when the applicant will receive comments back on their submittal. By providing this date and consistently hitting the pledge date, the plan review process becomes predictable and reliable for the applicant. A fully-staffed and highly functioning DSC team allows for other city proposals, such as additional housing units, to be met.

**What current racial and other inequities might this special budget ordinance address?**

These positions will work on permit applications from the entire City, there will be no impact.

ORDINANCE NO C36595

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Building Services (Development Services Center) 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 Building Services (DSC) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one classified Plan Examiner position (from 6 to 7).
- 2) Add one classified Engineering Tech IV (from 1 to 2).
- 3) Add one Planner I (from 1 to 2).
- 4) Add one Office Clerk Specialist (from 0 to 1).
- 5) Increase the appropriation by \$71,986.
- A) Of the increased appropriation, \$71,986 is provided solely for base wages and associated employee benefits.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add four new positions in the DSC department to support plan review activities, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 10/14/2024**Committee Agenda type:** Discussion**Date Rec'd**

10/3/2024

**Clerk's File #**

RES 2024-0096

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

JACKSON DEESE X6718

**Requisition #****Contact E-Mail**

JDEESE@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE PDILLON KKLITZKE

**Agenda Item Name**

0320 - RESOLUTION OPPOSING BALLOT INITIATIVE 2117

**Agenda Wording**

A Resolution stating the Spokane City Council's opposition to statewide Initiative Measure No. 2117, submitted to the 2024 Washington Legislature and referred to vote of the people on the November 5, 2024 general election ballot, which initiative, if

**Summary (Background)**

INITIATIVE 2117 IS A BALLOT INITIATIVE ON THE NOVEMBER 5, 2024, BALLOT THAT WOULD PROHIBIT STATE AND LOCAL JURISDICTIONS FROM IMPLEMENTING 'CAP-AND-TRADE' OF CARBON EMISSION TAX CREDITS WHICH EFFECTIVELY REPEALS THE CLIMATE COMMITMENT ACT, PUTTING MILLIONS OF DOLLARS IN FUNDING FOR CLIMATE RELATED PROGRAMS ACROSS THE CITY IN JEOPARDY.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	10/14/24
<b>Submitting Department</b>	COUNCIL
<b>Contact Name</b>	JACKSON DEESE
<b>Contact Email &amp; Phone</b>	JDEESE@SPOKANECITY.ORG
<b>Council Sponsor(s)</b>	ZZAPPONE    PDILLON    KKLITZKE
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min
<b>Agenda Item Name</b>	RESOLUTION OPPOSING BALLOT INITIATIVE 2117.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	INITIATIVE 2117 IS A BALLOT INITIATIVE ON THE NOVEMBER 5, 2024, BALLOT THAT WOULD PROHIBIT STATE AND LOCAL JURISDICTIONS FROM IMPLEMENTING 'CAP-AND-TRADE' OF CARBON EMISSION TAX CREDITS WHICH EFFECTIVELY REPEALS THE CLIMATE COMMITMENT ACT, PUTTING MILLIONS OF DOLLARS IN FUNDING FOR CLIMATE RELATED PROGRAMS ACROSS THE CITY IN JEOPARDY.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p>    Current year cost: N/A</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Hundreds of millions of dollars in funding for projects across the city would be at risk if Initiative 2117 were to be approved. On-time completion of the North-South Corridor, Division Street Bus Rapid Transit and 'Youth Ride Free' programs among other climate resiliency funding for extreme heat and wildfire threats would have significant gaps in appropriations.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <b>N/A</b></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Projects important to the City but not directly funded by city dollars would be put in jeopardy.</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

**Climate change has historically impacted excluded communities disproportionately. The Climate Commitment Act addresses investments through a lens of environmental justice to combat those historic inequities and provide a healthy environment for all residents of Spokane and Washington State.**

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**Data analysis would be the duty of the State as a State law.**

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

**The State Department of Ecology keeps track of carbon emissions targets and ensures compliance with the Climate Commitment Act's regulations on emissions.**

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

**The Climate Commitment Act provides important funding for climate related projects, including resiliency programs for wildfire and extreme heat mitigation and public transportation investments.**

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**Not reviewed by a subcommittee. There is a need to make the Council policy known prior to the election.**



## RESOLUTION NO. 2024-0096

A Resolution stating the Spokane City Council's opposition to statewide Initiative Measure No. 2117, concerning carbon tax credit trading, submitted to the 2024 Washington Legislature and referred to vote of the people on the November 5, 2024 general election ballot, which initiative, if adopted, would repeal the Cap-and-Invest Program created by the state's Climate Commitment Act.

**WHEREAS**, on July 25, 2021, Washington State Senate Bill 5126 - 2021-22 went into effect, establishing the Climate Commitment Act and resulting in the state's Cap-and-Invest program; and

**WHEREAS**, the Climate Commitment Act provides for overall Greenhouse Gas (GHG) emissions from all covered entities to be reduced consistent with the state's 2030, 2040, and 2050 statewide emissions limits, which limits, if achieved, would result in near-zero GHG emissions by the year 2050; and

**WHEREAS**, Initiative 2117 by its express terms prohibits state agencies, counties and cities from implementing any type of carbon tax credit trading; and

**WHEREAS**, Initiative 2117 would effectively repeal the Climate Commitment Act; and

**WHEREAS**, the proponents of Initiative 2117 assert the Climate Commitment Act increases gasoline prices for Washington businesses and consumers, but Initiative 2117 only prohibits the cap-and-trade of carbon tax credits and does nothing to guarantee a reduction in gasoline prices; and

**WHEREAS**, climate change is one of the greatest challenges confronting current and coming generations; and

**WHEREAS**, the City of Spokane is directly affected by climate change, and its residents have experienced first-hand the increasing threat of wildfires, extreme heat, and more frequent extreme weather events; and

**WHEREAS**, climate change, historically and presently, has presented disproportionate effects on marginalized communities, including negative health impacts; and

**WHEREAS**, the Climate Commitment Act created an allowance auction administered by the Department of Ecology that allows carbon emitters to sell their excess carbon tax credits to higher emitting entities who face a fine for exceeding their limits; and

**WHEREAS**, the proceeds from the Climate Commitment Act's Cap-and-Invest auctions must be invested in "critical climate projects" that improve transportation infrastructure and make Washington communities more resilient to the effects of climate change; and

**WHEREAS**, residents of the City of Spokane have and will continue to benefit from allowance auction proceeds which subsidize “youth ride free” programs for public transportation options; and

**WHEREAS**, residents of the City of Spokane benefit from the environmental improvements of the Climate Commitment Act, including cleaner air and water, and mitigating further extreme weather events and wildfires that threaten residents of Spokane; and

**WHEREAS**, the Climate Commitment Act has allowed for \$120 million in authorized funding across Spokane County, including decarbonizing industrial sectors and funding air-quality improvement initiatives, with a total of \$440 million in long-term funding as identified by the state legislature; and

**WHEREAS**, repealing the Cap-and-Invest Program created by the state’s Climate Commitment Act would put an additional \$78 million in planned spending for community programs at risk, including utility bill assistance and wildfire prevention funding; and

**WHEREAS**, repealing the Cap-and-Invest Program created by the state’s Climate Commitment Act would eliminate 30% of the state’s transportation plans, risking important investments in all modes of transportation in the City of Spokane, including Division Street Bus Rapid Transit; and

**WHEREAS**, repealing the Cap-and-Invest Program created by the state’s Climate Commitment Act could eliminate budgeted funding for the on-time completion of the North-South Corridor; and

**WHEREAS**, this Resolution was placed on the City Council’s agenda for its regular meeting on October 28, 2024, and all members of the public, as well as members of the City Council, were permitted to comment on this resolution and express opposing views.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council opposes statewide Ballot Initiative 2117.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved as to form:

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



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/2/2024

**Clerk's File #**

RES 2024-0097

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #**

**Contact Name/Phone**

ELDON BROWN 6305

**Requisition #**

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

4700 - VACATION OF THE ALLEY BETWEEN 2ND AND 3RD FROM POST TO

**Agenda Wording**

Proposing to send to City Council for a Public Hearing

**Summary (Background)**

Property owners abutting the above-described alley have applied to vacate the alley. Avista is building a new Metro Substation along the south side of the alley. If the alley is vacated, the applicants intend to provide gates at each end which would help provide security to the new Substation and adjacent property owners, and it would help reduce vandalism / criminal behavior. All adjacent property owners, utility purveyors, Solid Waste, and emergency services, etc., would have gated access.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

**Amount**

**Budget Account**

Revenue \$ 130,101.09

# 3200 49199 99999 39510

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

PALMQUIST, TAMI

##### Division Director

MACDONALD, STEVEN

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

JONES, GARRETT

#### **Additional Approvals**

#### **Distribution List**

jeliason@spokanecity.org

mnilsson@spokanecity.org

akiehn@spokanecity.org

tpalmquist@spokanecity.org

smacdonald@spokanecity.org

ebrown@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Development Services
<b>Contact Name</b>	Eldon Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ; 509-625-6305
<b>Council Sponsor(s)</b>	<u>ZZAPONE</u> <u>KKLITZKE</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: <u>5 Mins</u>
<b>Agenda Item Name</b>	Vacation of the alley between 2 <sup>nd</sup> and 3 <sup>rd</sup> from Post to Wall
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Property owners abutting the above-described alley have applied to vacate the alley. Avista is building a new Metro Substation along the south side of the alley. If the alley is vacated, the applicants intend to provide gates at each end which would help provide security to the new Substation and adjacent property owners, and it would help reduce vandalism / criminal behavior. All adjacent property owners, utility purveyors, Solid Waste, and emergency services, etc., would have gated access. The alley is located in a downtown zone with complete street designations. Right-of-ways found on the complete streets map in this zone are not to be vacated unless the City Council determines that a public use / benefit resulting from the vacation is greater than the need to keep the right-of-way for complete street improvements, i.e., bicycle and pedestrian connectivity.

<b>Fiscal Impact</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Total Cost: <a href="#">Click or tap here to enter text.</a>	
Current year cost:	
Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	

**Expense Occurrence**    One-time    Recurring    N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities? N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

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

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

**RESOLUTION 2024-0097**

WHEREAS, on April 12, 2024, the Spokane City Council received a petition for the vacation of the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Post Street to the west line of Wall Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Post Street to the west line of Wall Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Post Street to the west line of Wall Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **December 2, 2024**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved as to form:

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

(supporting document)

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

ORDINANCE NO. \_\_\_\_\_

An ordinance vacating the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Post Street to the west line of Wall Street.

WHEREAS, a petition for the vacation of the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Post Street to the west line of Wall Street, has been filed with the City Clerk representing 100 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Post Street to the west line of Wall Street and located within the Northwest Quarter of Section 19, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Lumen, and Comcast to protect existing and future utilities.



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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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

## Alley Vacation Application – Metro Substation – April 2024

### Written Narrative:

Construction of the new \$73 million Avista Metro Substation is currently underway in the 700 block of West Third Avenue between Post and Wall Streets in downtown Spokane. The new facility will replace aging electric infrastructure and provide 150% greater capacity to serve growing energy needs. The Metro substation will be surrounded on all four sides by a solid block wall that will be a minimum of 8" thick, providing a safe and aesthetic barrier between the facility and nearby neighbors.

The new substation is bordered to the north by a 280.5' alley that connects Post and Wall Street. The alley is accessed by adjacent property owners facing Second Ave to reach the back entrances of their buildings. It is also used for garbage pickup.

The alley has been plagued with ongoing crime, fires, assaults and vagrancy, resulting in 405 calls to Spokane Fire Department from June 2022 – Jan 2024, within a 350' diameter of the new substation's address, 222 South Wall Street. Of these, 22 were structure fire calls (mostly illegal burn and dumpster fires) along with three hazardous materials calls.

Adjacent property owner DCI Engineers noted: *"The safety of our employees, the graffiti and broken windows, the trash, etc. are all serious concerns for us, and the alley has definitely become worse over the last couple of years. Further, we are even more concerned once construction is complete, due to the large wall that will be providing privacy to the alley. Many of our employees no longer feel safe in downtown Spokane and particularly in places like our back alley. Having a vacated alley would help immensely with the safety of employees entering and exiting our garage."*

Additional stories shared by adjacent property owners and by Bouten Construction, the contractor Avista hired to build the Metro substation wall, include:

- Substantial fire damage to our vestibule and south wall facing the alley after a mattress (with someone camping under it) was lit on fire by another person who was passing by
- Multiple occasions of people wildly swinging objects such as hammers, metal rods, knives and other objects
- Human and animal feces are deposited in the alley and in our alley entrance on a regular basis. Hiring a hazmat company to clean up feces has become cost prohibitive, so we've resorted to our own employees cleaning it up.
- We find all kinds of objects on our roof facing the alley including purses, clothing, shoes, rocks, needles and other objects. Some appear to have been thrown from the alley and others are from gaining access to our roof from the lower adjacent buildings.
- A co-worker and I have personally been confronted by a group of men that were under the influence of drugs, one of them offering us some free drugs directly after trying to fight us both
- Holes in the walls of the brick buildings in the alleyway are a drop-off/pickup location for the sale of drugs
- Needles from drugs have been left in the alleyway on numerous occasions
- Vehicle access to and from the garages that open into the alley regularly get blocked by unconscious people laying in the alley, groups of people congregating, and large items such as mattresses, suitcases, shopping carts, and broken-down bicycles.

**The reasons for the proposed right-of-way vacation are to increase public safety and security in the area.** Eliminating public access to the alley will provide more safety for employees and customers of adjacent property owners as well as the new substation, but also eliminate the alleyway crime, vandalism and vagrancy that will only increase when the 20 foot wall is complete, due to the privacy that will be provided by the new wall.

**The vacated alley will be closed off to public access with tall sturdy gates at both ends.** One gate will be motorized with a Knox box to allow private access to the vacated area by adjacent property owners and emergency responders. Easements for all utilities and access will be secured. The gates are inset from the sidewalk allowing for vehicles, solid waste pick up and emergency response vehicles to pull out of the street travel way before entering gated area. This also ensure room for solid waste receptacles to Garbage pickup will be coordinated and take place outside the motorized gate by all adjacent property owners to the alley.

**The vacated alley will benefit the public and community in several ways.** Security for employees and customers of adjacent property will improve. Public safety will also improve with the elimination of a location that has been a popular spot for crime, vagrancy, encampments and fires. Additionally, the City will no longer be responsible for maintaining the alley and it is anticipated that 911 calls to the vicinity will decrease. Pedestrians may travel safely along Post and Wall Streets between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue with the elimination of unexpected encounters and vehicle traffic, while passing by the alley. The aesthetic appearance for citizens traveling by the area will improve. Lastly, increased revenue and ongoing tax base will be generated by the alley becoming private property.

**Responses to Below Questions:**

**Is the right-of-way no longer required for public use or access?**

Correct, the right-of-way is no longer required for public use or access. The adjacent property owners will retain private access to the rear of their buildings through the alley. Public access to the alley is not necessary as there are public sidewalks on all four sides of the block.

The one-way westbound travel path has previously been interrupted with alley vacations, located approximately 1,000 feet west of the vacation in question. The previous alley vacations are located in Blocks 38, 39, and 41 of Railroad Add to Spokane Falls Plat, within Section 19, Township 25, Range 43. Additional public use and access interruption is one block west of the proposed alley vacation which has a "do not enter" sign posted at the alley on Lincoln Street located between Molly's Family Restaurant and the Pilgrim Baptist Church, further preventing a through travel path of vehicles in the downtown corridor. As this is the only alley along the corridor allowing eastbound alley traffic, contrary to the adjacent blocks with signage of westbound vehicle travel.

Vacating the alley will eliminate a safety hazard for pedestrians who will be walking along the sidewalk on either side of the block. The large solid wall surrounding Avista's facility is built adjacent to the sidewalk. Any vehicle traveling westbound through the alley from Wall Street to Post Street, has the potential to drive into and/or block the pedestrian travel way (sidewalk) as the clear view triangle for pedestrian traffic is hindered. This may create an unsafe path of

travel for pedestrians. The alley vacation will prevent this safety concern by eliminating vehicle traffic.

Lastly, an alley is intended for use by the adjacent property owners for access and deliveries. An alley does not benefit the public as a means of vehicular traffic. The vacated alley will remain to benefit the adjacent property owners and access has been proposed to be accommodated.

**How will the use of the right-of-way change after it becomes private property?**

Vacation of the alley will provide a community benefit by creating a safe place for adjacent property owners and their employees to enter/exit buildings, reduction of crime and unwanted garbage, aesthetic enhancement, pedestrian safety, and City staff time responding to 911 calls, to include additional garbage and hazardous waste removal. The vacation will improve public safety in the area and contribute to the overall vitality in this area of downtown Spokane.

After the right-of-way becomes private property, the adjacent property owners will retain access to their buildings through a shared electronic gate. Public access will be blocked by gates at each end of the alley, thus eliminating the ongoing instances of vagrancy and illicit activities that have plagued this area. As private property, a positive outcome will eliminate unnecessary waste generated by transient parties and remove the undue burden of disposal by adjacent landowners and City's solid waste department. It is important to note this requested vacation will not have any negative impact on the public or any private property owners.

**Will the vacation result in any parcel of land being denied sole access to a public right-of-way?**

No, the vacation will not result in any parcel of land being denied sole access to a public right-of-way. All adjacent parcels of land will retain access to Post Street and Wall Street.

**Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.**

Power, gas, communications, and storm drain exist in the alley. All utilities shall remain and easements for all utilities and access will be secured.



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

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

**STREET VACATION REPORT  
5/9/2024**

**LOCATION:** The alley between 2<sup>nd</sup> & 3<sup>rd</sup>, from Post St. to Wall St.

**PROPONENT:** Avista Utilities

**PURPOSE:** To aid in security next to the new power station and to help reduce localized criminal behavior.

**HEARING:** TBD

**REPORTS:**

**PRIVATE UTILITY COMPANIES**

**AVISTA UTILITIES** – (Applicant requesting this right-of-way vacation)

**COMCAST** – Comcast Cable Corporation has active cable and fiber within this vacation request area. We would need 24-hour access to this easement for repairs or installations when necessary. Or we would need to reroute our services.

**EXTENET** – Per your request, attached please find a map of our assets in your designed design area. Note that we have no assets in the area.

**FATBEAM FIBER** – No comments

**INLAND POWER** – No comments

**INTERMOUNTAIN INFRASTRUCTURE GROUP** – No comments

**LIGHT SPEED NETWORKS** – No comments

**LUMEN** – Lumen will need to retain the easement. We have buried copper facilities within the vacate zone.

**PORT OF WHITMAN** – No comments

**TDS TELECOM** - No comments

**VERIZON/MCI Metro** - No comments

**YELLOWSTONE PIPELINE** – Based on the location, there is no impact to the YPL ROW or pipeline and we do not have any questions/comments.

**WHOLESALE NETWORKS\ZIPLY FIBER** – Wholesale Networks does NOT have any facility in this area. We are clear.

**ZAYO COMMUNICATIONS** – No comments

### **CITY DEPARTMENTS & E911**

**ADDRESSING** - No comments

**BICYCLE ADVISORY BOARD** – The Bicycle Advisory Board discussed this RW Vacation request at the. The Board agreed that this is an area with a high demand for walking and bicycling with poor conditions on 2<sup>nd</sup> and 3<sup>rd</sup> Avenues, making the alleyways more important as connections. While the Board could see closing public access at the current time due to the current condition and uses of the alley, long-term they felt that this area will continue to have high demand for connectivity and wouldn't want to vacate it completely. They expressed interest in an agreement for a revocable permit.

To be consistent with Comprehensive Plan connectivity goals and policies, such as Policy TR2: "Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment," long-range planning staff likewise recommend avoiding full vacation, but finding another permit or agreement option that allows Avista to close the alleyway to public access for a certain number of years with possibilities for extension.

**DEVELOPER SERVICES – CURRENT PLANNING** – No comments

**DEVELOPER SERVICES - TRAFFIC** – I have no comments for this street vacation.

**FIRE DEPARTMENT** - No comments

**INTEGRATED CAPITAL MANAGEMENT** – If they inset the gate then I don't have any concerns.

**NEIGHBORHOOD SERVICES** – No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & ECONOMIC DEVELOPMENT** – No comments

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – As long as Solid Waste has access for refuse collection, we have no objections.

**SPOKANE REGIONAL EMERGENCY COMMUNICATIONS** – No addressing or emergency response concerns from 911.

**STREET DEPARTMENT** – One way alley signs will need to be removed. Alley returns need to be replaced with driveways and sidewalk.

**WASTEWATER MANAGEMENT** - The City owns and maintains a catch basin and related pipe within this alley being proposed for vacation. This catch basin connects to the public sewer as shown on the attached map.

As usual, to approve the vacation, all on-site run off must be maintained and treated on site. To meet that requirement, the petitioner will be required to isolate the alley hydraulically from the public street as needed, accept ownership of the catch basin in the proposed vacation area and the pipe from that basin to the city sanitary will need to be plugged to prevent flow. Provided that happens, we have no objection to the vacation.

That said, we are aware that opportunities to deal with that onsite runoff in accordance with City and State requirements in this space is limited. Therefore, we could be open to an alternative approach that maintains the property as City right of way but also includes the fences and gates for security that is being proposed. In such a case, our department would require 24/7 access to the catch basin. Keeping the right of way with that access would allow us to service the City catch basin while maintaining the City's authority to control and monitor the runoff being introduced to the City system.

**WATER DEPARTMENT** – Water has no concerns with this vacation.


- RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:
1. An easement as requested by Lumen, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.
  2. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and the must either be completed or bonded for.

This closure work must include the removal of the curb returns on either side and driveway approaches must be placed across the entrance to the right-of-way.

Stormwater must be addressed which will likely require the relocation of the existing storm structure. The existing City catchbasin in the alley will need to be disconnected from the City's storm system and all stormwater in the alley will need to be disposed of onsite. The one-way signs must be returned to the Street Department.

3. A plan for refuse collection must be approved through the Solid Waste Department.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$130,101.09 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2025.

Eldon Brown, P.E.  
Principal Engineer – Developer Services

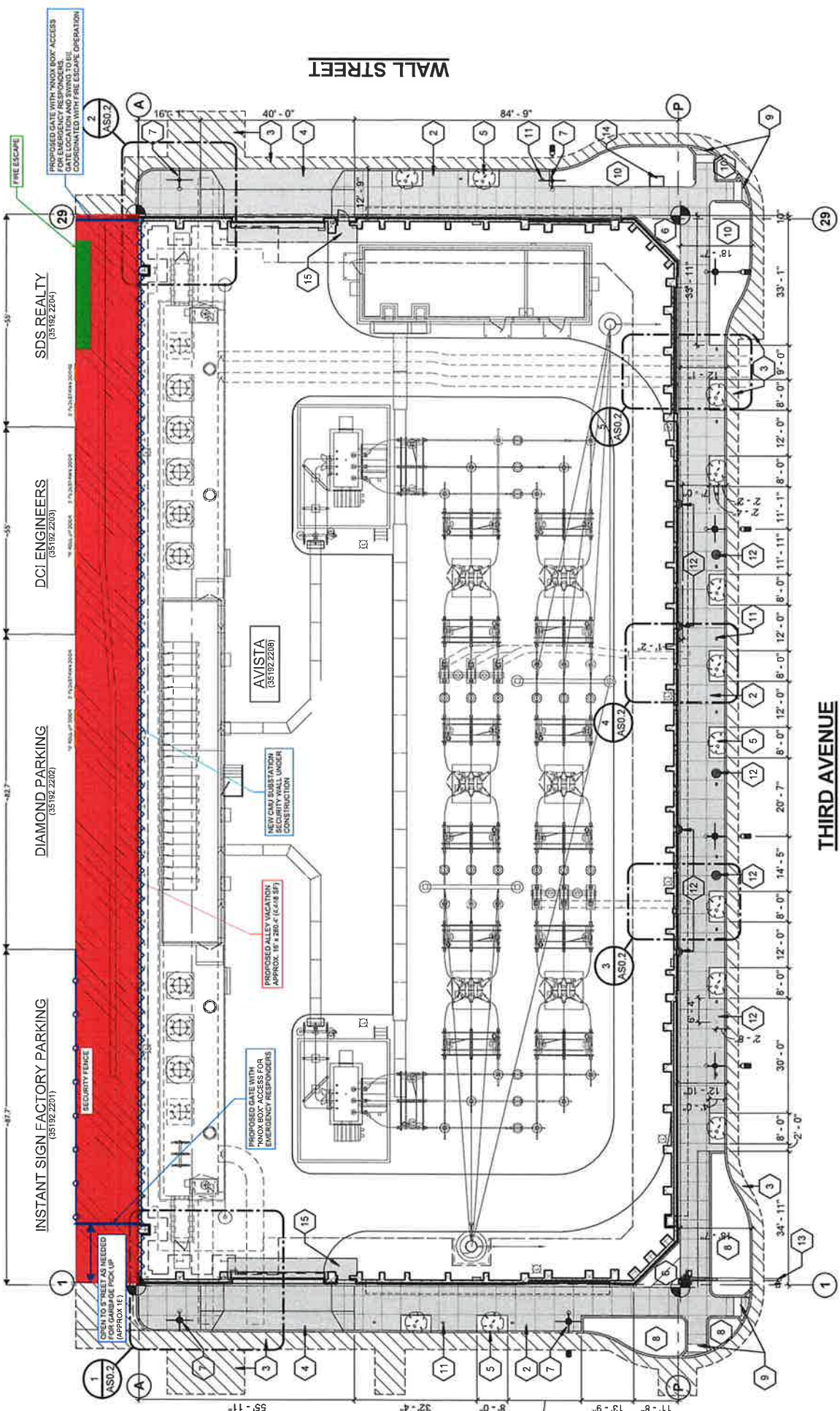




WALL STREET

POST STREET

THIRD AVENUE






# P2401826VACA



**Right-of-way Description:**  
The alley between 2nd Ave and 3rd Ave  
from Post St. to Wall St.

**Legend**  
 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 10/14/2024**Committee Agenda type:** Discussion**Date Rec'd**

10/2/2024

**Clerk's File #**

RES 2024-0098

**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

SPENCER 6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - RESOLUTION TO INITIATE 5TH AVENUE SUBAREA PLANNING

**Agenda Wording**

A RESOLUTION directing City of Spokane Planning Services staff to conduct a subarea planning process for the 5th Avenue area of the East Central Neighborhood.

**Summary (Background)**

City Council passed Ordinance C36163 appropriating \$1 million of the ARPA funds solely for subarea planning to increase housing along transportation corridors in December 2021, with East Central selected to receive a portion of the ARPA funds. Planning Services advertised through an RFQu process in May 2024 and made the recommendation in September 2024 of intent to hire Seva Workshop LLC as the primary consultant to develop the 5th Avenue Subarea Plan and facilitate community engagement.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 329,200

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

ARPA Funding for subarea planning.

**Amount****Budget Account**

Expense \$ 329,200

# 1425-88155-57215-54201-97252

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

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## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Planning Services
<b>Contact Name</b>	Spencer Gardner
<b>Contact Email &amp; Phone</b>	<a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a> , x6097
<b>Council Sponsor(s)</b>	Zappone, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Resolution to Initiate 5th Avenue Subarea Planning
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>City Council passed Ordinance C36163 appropriating \$1 million of the ARPA funds solely for subarea planning to increase housing along transportation corridors in December 2021, with East Central selected to receive a portion of the ARPA funds. Planning Services advertised through an RFQu process in May 2024 and made the recommendation in September 2024 of intent to hire Seva Workshop LLC as the primary consultant to develop the 5th Avenue Subarea Plan and facilitate community engagement. Seva Workshop will facilitate a team of consultants that include Center for Transformative Urban Design, Nelson\Nygaard, Studio Seyfried, and Ideas and Action. The 5th Avenue Subarea Plan builds upon the work and recommendations from the 5th Avenue Initiative that was adopted in March 2021. The subarea plan will be the framework and actionable vision for inclusive community development along the 5th Avenue corridor and surrounding area through an integrated land-use, transportation, housing and economic development approach guided by the principles of equity and co-design. The final plan will be completed by December 31, 2026.</p>
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$329,200</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>ARPA Funding for subarea planning</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? No	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?  
*The 5th Avenue subarea planning process will be rooted in a robust and holistic engagement process to express the community vision through co-creation, and building partnerships and collaboration. The process will work in collaboration to center historically marginalized and impacted communities in the East Central neighborhood with the deeply rooted Black and African American community, immigrant communities, and all residents that continue to call this diverse area home.*
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
*Data will be collected and analyzed with an equity focus to ensure disparate impacts are addressed, historically marginalized voices are centered, and policies emphasize targeted universalism that prioritize those most impacted in ways that uplift all residents.*
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
*The planning process will be dynamic in engagement and feedback to ensure impacted community is centered throughout, with partnerships with community-based organizations and a community working group to co-design the process.*
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
*This process is aligned with various goals in the Comprehensive Plan, including Transportation Goal A: Promote a Sense of Place; Housing Goal 1.1 Housing Choice and Diversity; Economic Development Goal 3 Strong Diverse and Sustainable Economy; Neighborhood Goal 2 Neighborhood Development. This process also carries forward recommendations made in the 5<sup>th</sup> Avenue Initiative to make the 5<sup>th</sup> Avenue community stronger and more resilient, and support the health, safety, and wellbeing of the community. Finally, this aligns with the City of Spokane's commitment to equitably and effectively utilize ARPA resources in ways that take into consideration past inequities, and honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.*

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.  
*This has not been reviewed by a Council subcommittee.*

RESOLUTION NO. 2024 - 0098

A RESOLUTION directing City of Spokane Planning Services staff to conduct a subarea planning process for the 5<sup>th</sup> Avenue area of the East Central Neighborhood as the framework and actionable vision for inclusive community development through an integrated land-use, transportation, housing and economic development approach guided by the principles of equity and co-design.

WHEREAS, Spokane's City Council may authorize a process to consider amendments to the zoning map per SMC 17A.040.040;

WHEREAS, Spokane's Municipal Code lays out a process for subarea planning which closely meets a zoning overlay adoption in SMC 17G.020 and allows council to initiate such subarea planning actions with the adoption of a public participation plan per SMC 17G.020.025(B)(3); and

WHEREAS, in 2021, the City of Spokane received over \$80 million in recovery funds as part of the Federal American Rescue Plan Act (ARPA), which provided funding to keep municipal and state governments afloat amid the financial crisis created by the COVID-19 pandemic; and

WHEREAS, the City of Spokane is committed to equitably and effectively utilizing ARPA resources in ways that take into consideration past inequities, and honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships; and

WHEREAS, in January 2022, City Council passed Ordinance C36163 appropriating \$1 million of the ARPA funds solely for subarea planning to increase housing along transportation corridors; and

WHEREAS, East Central neighborhood was selected to receive a portion of the ARPA subarea planning funds with a focus on historically marginalized communities in the 5<sup>th</sup> Avenue area located south of I-90 and along the 5<sup>th</sup> Avenue corridor; and

WHEREAS, the funds allocated for the 5<sup>th</sup> Avenue Community Plan must be under contract by December 31, 2024 and deliverables completed by December 31, 2026; and

WHEREAS, in March 2021, the City Council adopted the 5<sup>th</sup> Avenue Community Strategy developed by the 5<sup>th</sup> Avenue Initiative stakeholders and community as a declaration of priorities and actions to revitalize East 5<sup>th</sup> Avenue between Liberty Park and Thor/Freya Streets in the East Central Neighborhood under Resolution 2021-0022;

WHEREAS, the 5<sup>th</sup> Avenue Community Strategy made recommendations to make the 5<sup>th</sup> Avenue community stronger and more resilient, and support the health, safety, and wellbeing of the community, including: (A2) Advocate for equitable policies and projects that address gentrification, preserve the identity of the neighborhood, and support cultural equity; (C1) Identify opportunities and partnerships for funding a streetscape improvement plan and follow-up improvements; (D1) Establish a community vision for affordable housing in the 5<sup>th</sup> Avenue area that prioritizes anti-displacement strategies for residents; (E5) Explore ways to maximize the current neighborhood retail zoning to support locally-owned and cultural businesses and services

that meet neighborhood needs; and (E6) Encourage discussions around the City's land use plan and related policy for recommendations to commercial and residential changes along 5<sup>th</sup> Avenue that support mixed zoning; and

WHEREAS, segregation and inequality shaped the East Central neighborhood and most impacted the 5<sup>th</sup> Avenue community through redlining, disinvestment, and freeway construction that devastated economic opportunities, displaced residents, destroyed park space, and isolated the 5<sup>th</sup> Avenue area which has historically been a diverse community that represented the highest concentration of Black or African American residents and immigrant communities in Spokane; and

WHEREAS, the proposed action the City will take is to develop a sub-area plan as the strategy and framework for community development, economic growth, connectivity, and quality of life improvements along the 5<sup>th</sup> Avenue corridor and surrounding area; and

WHEREAS, the proposed action will be rooted in a robust and holistic engagement process to express the community vision through co-creation, build partnerships and collaboration and center historically marginalized and impacted communities; and

WHEREAS, the proposed action will consider anti-displacement and equitable development strategies to preserve and expand affordable housing, connect people to jobs and opportunities, and support local businesses; and

WHEREAS, the proposed action is aligned with the Transportation Goals in the City's Comprehensive Plan, Chapter 4, Transportation, *TR Goal A: Promote a Sense of Place*, which outlines that unique design features sensitive to the context of the place can help create an environment for economic vitality and innovation and enhance the cultural identity and heritage of a place; and

WHEREAS, the proposed action is aligned with the housing goal in the City's Comprehensive Plan, Chapter 6, Housing, *Goal 1.1 Housing Choice and Diversity* that outlines policies to provide opportunities for a variety of housing types that are safe and affordable for all income levels to meet the diverse housing needs of current and future residents, including *Policy H 1.18 Distribution of housing options* which calls for a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that housing is available for people of all income levels and special needs, and *Policy H 2.4 Linking Housing with Other Uses* that outlines that plans should provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses; and

WHEREAS, the proposed action is aligned with the Economic Development goal in the City's Comprehensive Plan, Chapter 7, Economic Development, *Goal ED 3 Strong Diverse and Sustainable Economy* which outlines policies that the City should take to stimulate economic growth, encourage economic diversity and support opportunities to expand locally owned businesses; and

WHEREAS, the proposed action is aligned with the Neighborhoods goal in the City's Comprehensive Plan, Chapter 11, Neighborhoods, *Goal N2 Neighborhood Development* that outlines policies for the stability and diversity of the city's neighborhoods, including *Policy N 2.1 Neighborhood Quality of Life* that ensures neighborhood offer residents transportation and living options, safe streets, quality schools, public services, and cultural, social and recreational



opportunities in order to sustain and enhance the vitality, diversity, and quality of life within neighborhoods, and *Policy N 2.2 Neighborhood Centers* that outlines the development of neighborhoods that enable citizens to live, work, shop, socialize, and receive other essential services within their neighborhood; and

WHEREAS, the City advertised through an RFQu process in May 2024 and made the recommendation in September 2024 of intent to hire Seva Workshop as the primary consultant to develop the subarea plan and facilitate community engagement; and

WHEREAS, the proposed action will provide an approach to further engage historically marginalized residents, property owners, community-based organizations, businesses, and various stakeholders in the study area on subarea planning; and

WHEREAS, a Map of the study area is attached as Exhibit A; and

WHEREAS, an initial Public Participation Plan is attached as Exhibit B; and

WHEREAS, as prescribe in SMC 04.12.010, this Resolution does not represent a recommendation of the City Council or Plan Commission regarding a legislative action to adopt changes to the Spokane Municipal Code or the text or maps of the Comprehensive Plan;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL that staff are directed to engage in subarea planning in the 5<sup>th</sup> Avenue area in the East Central Neighborhood under the ARPA funding granted to the City.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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City Clerk

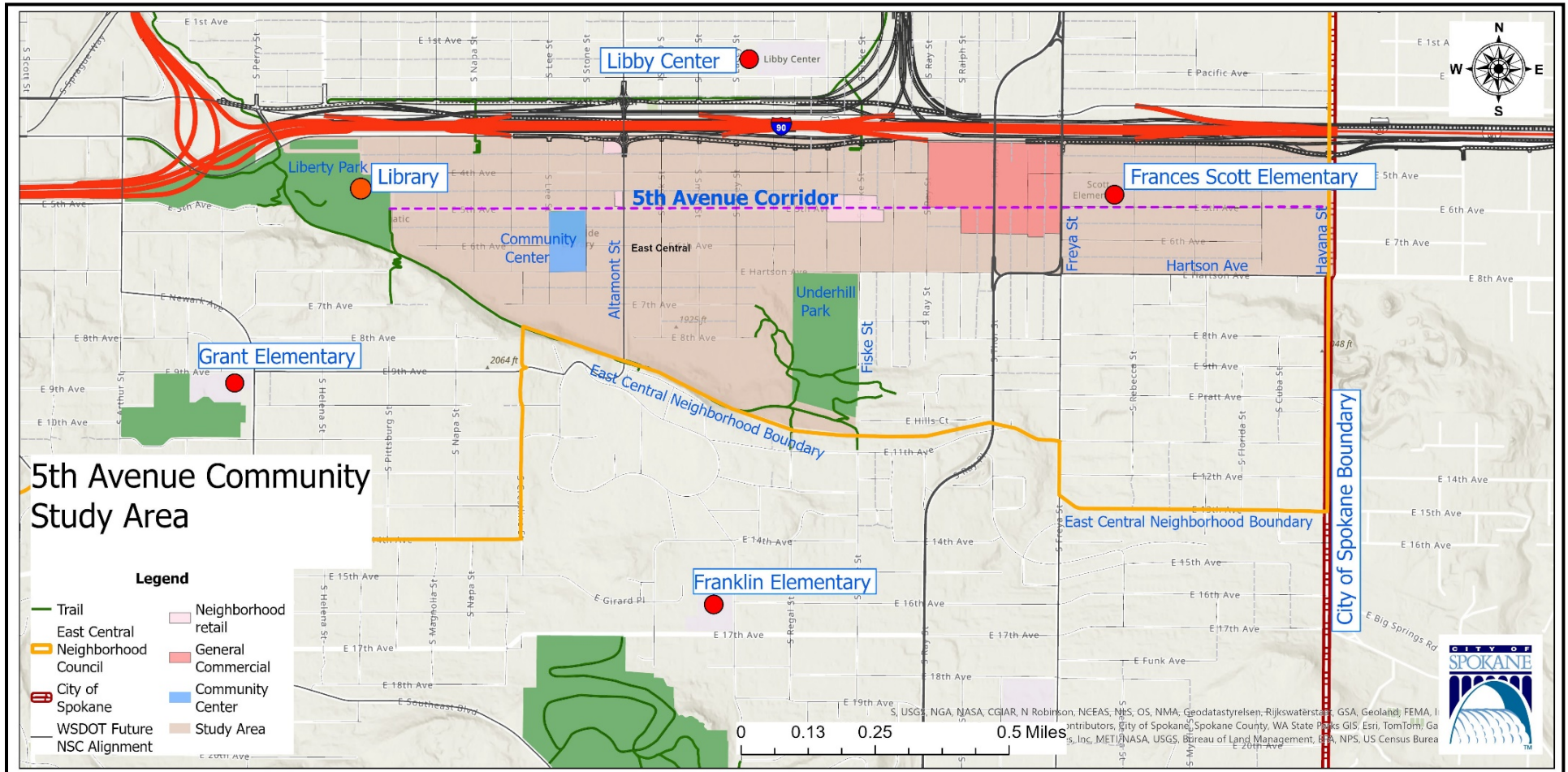
Approved as to form:

---

Assistant City Attorney

# Exhibit A.

## 5th Avenue Community Plan Study Area



## Exhibit B. Public Participation Plan

### City of Spokane 5<sup>th</sup> Avenue Community Plan

Through Resolution, the City Council is directing Planning staff to conduct a subarea planning process for the 5th Avenue area of the East Central Neighborhood as the framework and actionable vision for inclusive community development through an integrated land-use, transportation, housing and economic development approach guided by the principles of equity and co-design.

The City is recommending hiring Seva Workshop to facilitate the subarea planning process and community engagement. This initial public participation plan describes an overview of steps the City will take to facilitate engagement and input throughout the process. The consultant will develop a more detailed community engagement and co-design plan as part of their deliverables.

#### 1. Public Participation Goals

The overall goal of the public participation plan is to make the planning process accessible, inclusive, and engaging to all members of the public. Spokane Municipal Code Section 17G.020.080 Public Participation Program provides these goals for public participation:

- Broad dissemination of proposals and alternatives;
- Opportunity for written comments;
- Public meetings after effective notice;
- Provision for open discussion;
- Communication programs;
- Information services; and
- Consideration of and response to public comments

The 5th Avenue Community Plan will be rooted in a robust and holistic engagement process to express the community vision, build partnerships and collaboration, and center historically marginalized communities. Creative and equitable engagement centered on co-creation is essential for the 5th Avenue community to empower a collective future not “for” but “with” to thrive and prosper. Engagement should foster co-creation with the 5th Avenue community through partnerships, trust, and consensus, and should bring forward creative, equitable, and innovative engagement methods.

#### 2. Public Participation Opportunities

The City of Spokane is committed to providing multiple opportunities for public participation throughout the process. The City in coordination with the consultant will use a variety of communication tools to inform, consult, involve, and collaborate with the community and encourage engagement throughout the process. The community engagement plan will be centered on equity and will incorporate strategies and identify priority communities.

## 2.1 Website

The City of Spokane will create a project webpage for the planning project where people can access status updates, project materials, planning documents, official notices, minutes and other project information. The webpage will be the primary repository of all information related to the subarea planning process. The page will include who to contact for more information and an email link for questions and comments.

## 2.2 Email Communication

An email list of interested parties will be created, advertised and maintained by the City of Spokane, and ongoing project communication will be provided via newsletters.

## 2.3 Interviews

The City and consultant will hold interviews with stakeholders on key themes as necessary to explore specific topics in-depth and identify gaps and opportunities.

## 2.4 Working Group

The consultant will bring together a Working Group as a guiding voice for the Community Plan. It will include local community leaders and residents who have been involved in the community for decades and representatives from community-based organizations who led visioning engagements. The consultant will develop a schedule for meetings to share works in progress and collaborate in plan development.

## 2.5 Community Workshops and Open Houses

The City and consultant will hold community workshops, open houses, and neighborhood meetings at key times throughout the process that may be offered either in person or virtually to allow interested persons the opportunity to discuss the proposal.

## 2.6 Plan Commission and City Council

The Plan Commission will be the primary forum for review and recommendations to the City Council. Interested parties are encouraged to attend and provide comments during the Plan Commission deliberations and public hearings. Official notices will be published as established in the City of Spokane policy. The public will also have an opportunity attend a public hearing with the City Council prior to the City considering adoption of this proposal.

## 2.7 Public Review and Comment

Interested parties will be encouraged to provide comments to the City of Spokane by letter or email. All comments will be provided to the Plan Commission and City Council following the public hearing process.

# 3. Public Participation Timeline

The following is a general timeline including anticipated public participation opportunities. A detailed timeline will be developed by the consultant and posted and kept updated on the project webpage.

Figure 1. Initial Public Outreach Timeline



#### 4. Public Comment Periods and Hearings

The Plan Commission will conduct a public comment period and at least one public hearing to solicit input on the Periodic Review. Public notice of all hearings will state who is holding the comment period and/or hearing, the date and time, and the location of any public hearing. Notices will be published per official policy and comply with all other legal requirements such as the Americans with Disabilities Act. The City Council will hold one public hearing for the purpose of considering this item.

#### 5. Identifying Stakeholders

The City and consultant will work to ensure equitable engagement of community members, including:

- Members of historically marginalized and impacted communities, including the Black and Brown communities of color, low-income households, renters, and overburdened communities
- Current residents and workers in the study area
- Community-based organizations representing and working with impacted communities and advocates
- Housing and social services providers
- Transit and agency partners
- Property owners and developers
- Businesses

#### Contact

Maren Murphy, AICP, Senior Planner, City of Spokane  
 808 W. Spokane Falls Blvd., Spokane, WA 99201  
[mmurphy@spokanecity.org](mailto:mmurphy@spokanecity.org)  
 (509) 625-6737



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Consent

**Date Rec'd**

10/1/2024

**Clerk's File #**

RES 2024-0099

**Cross Ref #**

OPR 2024-0909

**Cross Ref #**

OPR 2024-0910

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Bid #**

**Contact Name/Phone**

TIRRELL BLACK 6185

**Requisition #**

**Contact E-Mail**

TBLACK@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 -PERIODIC UPDATE TO COMP PLAN 2026 – ACCEPTANCE OF WA

**Agenda Wording**

Resolution recognizing "Plan Spokane 2046" the Periodic Update of the Comprehensive Plan and Environmental Impact Statement (EIS) and to adopt a Public Participation Plan for this project.

**Summary (Background)**

Planning Staff have submitted a packet for City Council consideration to initiate RCW 36.70A.130 mandated Periodic Update to the Comprehensive Plan 2026 Planning -including the following items: 1. Periodic Update Grant - Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 2 years for State's Fiscal years. Total appropriation is \$325,000. The first contract (in this packet) is for State Fiscal Year 24/25.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

No match required; grant is deliverable based.

**Amount**

**Budget Account**

Neutral

\$

#

Select

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Select

\$

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**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

. A second contract will be executed in Q3 2025 for 25/26 for balance of funds. This grant was anticipated in the budget (1360-94175-99999-33442-20267) 2. Resolution to Initiate Comprehensive Plan Periodic Update, currently mandated to be complete by June 30, 2026. 3. Periodic Update to Comprehensive Plan - Consultant Contract with BERK Consulting, Inc. for support for Environmental Review, Critical Areas Ordinance support (CAO updates are mandated). This contract for \$505,000. was anticipated and is budgeted in 1360-94175-58620-54201-20267; 0650-51100-58620-54201-20267; and 0650-30210-58620-54201-99999). Funding for this contract comes from the WA Commerce Periodic Update Grant and Planning Dept consultant funds.  
 ...continued on Briefing Paper

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

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smacdonald@spokanecity.org	akiehn@spokanecity.org
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## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Planning & Economic Development
<b>Contact Name</b>	Tirrell Black
<b>Contact Email &amp; Phone</b>	<a href="mailto:tblack@spokanecity.org">tblack@spokanecity.org</a> 509-625-6185
<b>Council Sponsor(s)</b>	CMs Klitzke, Zappone, and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Periodic Update to Comp Plan 2026 – Acceptance of WA Commerce Grant for WA Fiscal Year 2024/2025
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><i>This briefing paper is 2 of 3 for Periodic Update to the Comprehensive Plan 2026.</i></p> <p>Planning Staff have submitted a packet for City Council consideration to initiate RCW 36.70A.130 mandated Periodic Update to the Comprehensive Plan 2026 Planning—including the following items:</p> <ol style="list-style-type: none"> <li>1. Periodic Update Grant – Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 2 years for State’s Fiscal years. Total appropriation is \$325,000. The first contract (in this packet) is for State Fiscal Year 24/25. A second contract will be executed in Q3 2025 for 25/26 for balance of funds. This grant was anticipated in the budget (1360-94175-99999-33442-20267)</li> <li>2. <b>Resolution to Initiate Comprehensive Plan Periodic Update, currently mandated to be complete by June 30, 2026.</b></li> <li>3. Periodic Update to Comprehensive Plan - Consultant Contract with BERK Consulting, Inc. for support for Environmental Review, Critical Areas Ordinance support (CAO updates are mandated). This contract for \$505,000. was anticipated and is budgeted in 1360-94175-58620-54201-20267; 0650-51100-58620-54201-20267; and 0650-30210-58620-54201-99999). Funding for this contract comes from the WA Commerce Periodic Update Grant and Planning Dept consultant funds.</li> </ol> <p>The City of Spokane and all cities and Spokane County are required to conduct a Periodic Update to the Comprehensive Plan by June 30, 2026. This periodic update requires the city to review its comprehensive plan and development regulations to bring them up to date with any relevant changes to GMA and to update the plan for revised OFM population estimates. As mandated by HB 1241 (2022) the next periodic update will occur in 2036. Changes to Climate Planning and Housing Planning made by the state legislature are being incorporated into this update.</p> <p>Climate Planning is supported by separate state funding.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	



**Narrative:** No match required; grant is deliverable based.

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? additional funding from Planning Consultant funds

**Expense Occurrence**       One-time       Recurring       N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
  - The Periodic Update to the Comprehensive Plan has an improved emphasis on engaging traditionally underrepresented communities. For Housing policy, racially disparate impact analysis, a new requirement will deepen understanding on historic impacts and potential solutions.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  - Through the environmental review Environmental Impact Statement (EIS) the city's comprehensive plan will be updated to current population forecasts. New assumptions will include analysis for impacts to climate and how this affects specific populations within Spokane. Additionally, WA Commerce provides extensive guidance on examining historic racially disparate impacts on housing. This data will help the city design comprehensive plan policies to address displacement in housing and the impacts of climate on already overburdened communities.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  - Climate planning will be integrated into the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  - Aligns with: Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. update the Comp Plan with "...climate goals." The Periodic Update will incorporate Climate planning policies.
  - Washington Commerce provides a "periodic Update Checklist for Fully-Planning Cities under GMA" to make sure that policy and development code changes bring the city into alignment with current WA state code.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  - Urban Experience agenda item October 14, 2024

RESOLUTION NO. 2024-0099

A RESOLUTION directing City of Spokane Planning & Economic Development Department to initiate the periodic review of the city's comprehensive plan by conducting community engagement, analyzing growth alternatives, and conducting an environmental impact statement (EIS) in conformance with the Growth Management Act.

WHEREAS, the Washington State Growth Management Act (GMA) was passed in 1990, and codified in Chapter 36.70A RCW, requiring jurisdictions such as Spokane to plan and address ways to accommodate growth consistent with the requirements of the GMA; and

WHEREAS, the GMA establishes mandatory elements of a comprehensive plan in RCW 36.70A.070 including but not limited to land use, housing, capital facilities, economic development, utilities, transportation, and parks and recreation; and

WHEREAS, the GMA requires local governments to create and broadly disseminate a public participation plan during the periodic review process; and

WHEREAS, comprehensive plans provide policies, guidelines, and frameworks for the growth within the jurisdiction within a given timeframe, with comprehensive plans pursuant to GMA typically providing a twenty year outlook; and

WHEREAS, the City conducted the Spokane Horizons citizen participation process to develop the first comprehensive plan under GMA, which was adopted by ORD C32847 on May 21, 2001; and

WHEREAS, in accordance with RCW 36.70A.130, an adopted comprehensive plan shall be subject to continuing evaluation and review, with the City conducting updates in 2006, 2012, 2014, and 2017, in addition to minor yearly amendments as found appropriate; and

WHEREAS, the schedule established by GMA statutorily requires the next periodic review for Spokane to be completed by June 2026, with the potential of a six-month extension upon WA Department of Commerce approval; and

WHEREAS, the Washington State Legislature frequently passes bills that adjust the requirements of GMA, with recent GMA updates requiring compliance at the time of Spokane's periodic update due in 2026; and

WHEREAS, updated and new goals and policies within the comprehensive plan should, consistent with state law, include but not be limited to climate resiliency, displacement, and affordable housing; and

WHEREAS, the State Environmental Policy Act (SEPA) requires an Environmental Impact Statement (EIS) for planning decisions that provide the basis for later project review, including comprehensive plans; and

WHEREAS, the City conducted an EIS for the existing comprehensive plan as part of the 2001 periodic update, with subsequent periodic updates including a SEPA required EIS Addendum; and

WHEREAS, as part of the 2026 periodic update, Planning Services will be coordinating the development of a new EIS to appropriately review the potential environmental impacts of the growth alternatives, complying with statutory requirements of WAC 365-196-620 and SEPA regulations RCW 43.21C; and

WHEREAS, as part of the EIS review, an important key step is determination of the “preferred alternative” which establishes the direction of the Final Comprehensive Plan Draft and the content of the Final EIS (FEIS), planning staff will bring the “EIS preferred alternative” to both Plan Commission and City Council for recommendation before proceeding to the Final EIS and Final Comprehensive Plan Draft preparation; and

WHEREAS, the WA Department of Commerce made non-competitive legislative appropriation grants of \$325,000 available to fully planning cities with 100,000 population and over to conduct the comprehensive plan and development regulation periodic update in the 2023-2025 fiscal biennium; and

WHEREAS, WA Commerce, to comply with the state biennium funding cycle needs to provide the \$325,000 grant to the City of Spokane in two contracts; the first contract will be for \$162,500 for the WA State 2024/2025 budget; an additional contract will be executed in mid-2025 for the balance \$162,500 for the 2025/2026 WA State budget; and

WHEREAS, the periodic update planning will consider related City planning efforts, including the Spokane Housing Action Plan adopted in 2021, Spokane Parks and Natural Lands Master Plan adopted in 2022, Building Opportunity for Housing adopted in 2023, the Centers and Corridors Study adopted in 2024, and ongoing utility, transportation planning, and water system planning; and

WHEREAS the periodic update will be conducted in conformance with Spokane County Countywide Planning Policies; and

WHEREAS the periodic update planning will conduct extensive community outreach and engagement consistent with the requirements of Chapter 36.70A RCW; and

WHEREAS, the legislative body of a jurisdiction is required to take action in order to complete the periodic update and each adopted ordinance or resolution must explicitly state that the action is part of the periodic update; and

WHEREAS, by City Charter, the Spokane Plan Commission has the responsibility to make recommendations to the City Council for consideration for adoption of comprehensive plan amendments, while adoption by the City Council is the formal step necessary to make the Comprehensive Plan amendments official city policy; and

WHEREAS, Spokane City Council approved the initiation of climate planning as part of the periodic update through RES 2024-0038 on April 22, 2024; and

WHEREAS, Planning Services will proactively partner with all City departments throughout the process; and

WHEREAS, upon the completion of reviewing and revising of the comprehensive plan, legislative action will occur to formally conclude the periodic review process and note that all necessary actions have been completed.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that staff are directed to initiate the periodic review of the city's comprehensive plan by conducting community engagement, analyzing growth alternatives, and conducting an environmental impact statement in conformance with the Growth Management Act and to direct Spokane's growth for the next twenty years.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved as to form:

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

# PLAN **SPOKANE**

**Resilient | Connected | Livable | 2046**

## 2026 Periodic Update Public Participation Plan

Updated: September 10, 2024



## Introduction

The City of Spokane is undertaking a major periodic review of the Comprehensive Plan as required by the Washington State Growth Management Act (GMA), due in 2026. In accordance with RCW 36.70A.130, an adopted Comprehensive Plan is subject to continuing evaluation and review. Spokane's Comprehensive Plan was first adopted on May 21, 2001<sup>1</sup>, with updates in 2006, 2012, 2014, and 2017. The Department of Commerce has made available non-competitive grants of \$325,000 to fully planning cities with 100,000 population and over to conduct the update. The City of Spokane will be leveraging the available grant to fund in part the necessary periodic update work.

The GMA requires local governments to create and broadly disseminate a Public Participation Plan (PPP) during the periodic review process. This PPP supports planned community and interested party engagement that will influence the development of potential frameworks and policies to be considered for the periodic update. It provides a high-level direction for engagement, identifies values and priorities, and outlines examples of key tactics and opportunities for engagement as the process gets underway. All engagement efforts of the periodic update will follow the established goals and objectives to ensure a robust and transparent engagement effort.

## Racially Disparate Impacts and Anti-Displacement

A significant component of the mandated periodic updates is to ensure compliance with newly passed legislation, including amendments to the GMA. Though the City of Spokane has already started and completed work that meets a number of the recently approved policies, including legislation focused on housing density and types, there are more regulations that must be met. One policy directive that will require significant staff analysis and community input involves racially disparate impacts and anti-displacement.

Per RCW 36.70A.020, local governments are now required to “plan for and accommodate” housing attainable to all economic segments of their community. The requirements, adopted in 2021, include:

- **Planning for sufficient land capacity for housing needs**, including all economic segments of the population (moderate, low, very low and extremely low income, as well as emergency housing and permanent supportive housing).
- **Making adequate provisions for housing for existing and projected needs for all economic segments of the community**, including documenting programs and actions needed to achieve housing availability.
- **Identifying racially disparate impacts, displacement and exclusion** in housing policies and regulations, and beginning to undo those impacts; and identifying areas at higher risk of displacement and establishing anti-displacement policies.

A portion of this work will be conducted through quantitative analysis, analyzing land size, zoning, and anticipated housing capacity. However, engagement with a diverse range of community members will be imperative to ensure the work is informed by lived experiences as well. The below guidelines and

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<sup>1</sup> ORD C32847

opportunities will be leveraged to ensure far reaching and equitable engagement is conducted to capture the range of realities experienced in the community.

## Climate Element Engagement

Another new element of the periodic update is the incorporation of climate planning as required by HB 1181. The climate planning includes a separate funding mechanism from the WA Department of Commerce, as well as a climate-focused consultant team. However, in order to streamline engagement efforts and staff resources, as well as to avoid engagement fatigue within the community, it is anticipated that public participation feedback received from the climate planning will be able to inform some level of the work completed as part of the larger periodic update.

City Council approved the initiation of climate planning and a climate-specific public engagement plan through RES 2024-0038 on April 22, 2024.

## Equitable Community Engagement

Engagement conducted as part of the periodic update will follow equitable community engagement standards. Equitable engagement aims to reach and engage with as many people as possible, while centering overburdened communities or other communities not may not typically be heard during planning processes.

### Guiding Principles

In order to support equitable public participation, the following guiding principles will be followed with continual evaluation, both in planning and in facilitating engagement activities.

#### *Create Clear Expectations*

Clear expectations of the purpose of each community engagement activity shall be built with the public. Whether the purpose is to inform, gain feedback, or seek suggestions, participants will be provided clear directives of how their engagement will impact the work being done.

#### *Make it Convenient*

Community engagement must be convenient if it is to avoid creating an unnecessary roadblock to open and robust communication. Not all activities will be convenient for all audiences, but an effort will be made to meet a diverse range of needs.

#### *Foster Peer to Peer Conversations*

Rather than creating a transactional form of community engagement, this principle encourages conversations between city staff and the public, but also between members of the public, to generate greater understanding and build upon each person's lived experiences. Such conversations can also help build partnerships, which can support continuing involvement in future planning and City initiatives.

#### *Implement Accessibility Standards*

Accessibility for persons with physical and/or cognitive disabilities will be a guiding principle when planning any engagement activity.

### *Ensure Language Access for All*

According to the 2020 5-year American Community Survey, there are 16,732 Spokane residents who speak a language other than English, and Spokane's immigrant population grew by 9% since 2010. On October 16, 2023, the Spokane City Council approved [ORD C36449](#), which established a language access program. The Planning Department will evaluate language access needs and, where feasible, provide the opportunity for both language translation and interpretation, including American Sign Language.

### *Support Community Participation*

Beyond simply providing engagement opportunities, it is imperative to actively support the participation of the community in the project. Family care commitments, flexing work schedules, or other fixed obligations can create significant barriers to public participation. While many of the prior guiding principles can support participation of various populations, it is important to directly state the intent and meaning of equitable community engagement. During the periodic review, the City will evaluate existing policies and implement best practices to ensure a more robust and equitable public participation process.

Tactics to support larger community participation may include:

- Paying a financial stipend to participants of targeted engagement opportunities
- Providing services like paid childcare and transportation support
- Hosting accessible and convenient meetings at various times and locations
- Providing food at in-person engagement events
- Offering meeting interpretation services and ensuring engagement materials are available in multiple languages and formats
- Asking what additional support members of the community need to authentically participate.

## Interested Parties

Community growth and planning does not impact everyone equally, and as such the periodic update should engage a diversity of community members in equitable and meaningful ways. It is important to integrate community members into the planning process early to provide them agency in shaping and implementing policies. The periodic update planning process will seek to engage a diversity of residents, community groups, non-profit organizations, businesses, and others, with particular emphasis on identifying and engaging overburdened community organizations and members. Engagement will also seek participation from those with technical expertise, cultural perspective, and/or lived experience.

### Internal Advisory Team

Initial and ongoing engagement will occur with internal City Departments, as well as with Partner Agencies. The focus includes analyzing potential growth scenarios, gaining insight from subject matter experts. The internal advisory team will provide recommendations on goals with near-term due dates; actions that can be implemented readily, strategies for longer-term actions; and a structure for ongoing monitoring and evaluation. The internal advisory team is anticipated to meet on an as-needed basis, in larger groups or as more targeted meetings.

### Topic Focus Groups

The Climate Element planning is anticipated to include focus groups to identify needs and wants of the community, benefiting from subject matter expertise and lived experience. The periodic update planning



will benefit from the already planned focus groups, being able to integrate the climate and resiliency work into other comprehensive plan topics. Additional focus groups or targeted meetings will be established on an as needed basis throughout the periodic update process to ensure robust and representative community feedback.

### Partnerships with Community-Based Organizations

A guiding principle around equitable engagement includes developing and deepening partnerships with Community-Based Organizations (CBOs) with the goal of establishing and building trust. Through the work with CBOs, authentic engagement methods, as well as the resource needs of targeted participants, will be learned. Due to the nature of such partnerships, City staff cannot anticipate the identified events or other engagement efforts that will be determined to be appropriate through the deliberate community collaboration. As such, the periodic update engagement will incorporate flexibility to ensure capacity to be responsive.

### Tribal Engagement

New changes to the Growth Management Act (GMA) implementing HB 1717 (2022) allows tribes to voluntarily participate in the city's comprehensive planning process (RCW 36.70A.040). This also requires local jurisdictions to work with tribes to coordinate urban growth. Tribes must opt-in to coordinate with the jurisdiction (RCW 36.70A.110). Urban tribal organizations and populations will also be engaged throughout the periodic update.

## Engagement Opportunities

The PPP is largely framed around the strategies outlined in the International Association for Public Participation (IAP2), which include five levels of goals for engagement activities.

1. **Inform.** Provide the public with balanced and objective information.
2. **Consult.** Obtain public feedback on analysis and/or decisions.
3. **Involve.** Work directly with the public to ensure the public's concerns and ideas are understood and considered.
4. **Collaborate.** Partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.
5. **Empower.** Place final decision making in the hands of the public.

Each tool and action implemented by the City will fit within one or more of the above levels, providing engagement opportunities that range from informational outreach to decision making.

### Community Engagement Strategy

The engagement strategy will be adaptively managed over the life of the project, pivoting the approach as needed to help ensure the process is learning from all the necessary perspectives. Examples of strategies that will be considered include:

- Interviews with city staff, elected officials, partner agencies, and community partners
- Workshops or listening sessions, including some in partnership with community organizations
- Public survey, meetings, workshops
- Interpretation and translation of engagement materials
- Partnering on interactive events and pop-up events (virtual and in-person meetings)

- Work with leaders of community-based organizations
- Participate in existing community arts and cultural events
- Innovative and traditional outreach methods to reach people where they are at

*Engagement level: inform, consult, involve, collaborate*

### Project Webpage, Social Media, Newsletters

The City will establish and regularly update a webpage to document the periodic review and provide timely information throughout the process, including updates on specific elements like climate planning, housing, land use, and transportation. Documents such as the PPP, draft and final documents, and other project materials will be posted on the website. Visitors to the site will be able to view those materials, sign up for the contacts list, find contact information to submit comments, and learn about upcoming events and engagement activities. The Planning Department will also manage an interactive online engagement platform to create more integrated engagement opportunities.

Building on existing contact lists from past projects and identifying and recruiting new interest, the City will provide regular updates to individuals and organizations interested in the periodic update and planning in general. An emailed newsletter will then be generated to be sent to the list of interested parties on a regular basis. The frequency of newsletter issues will be determined at a later date. Past newsletter issues will be added to the project webpage for public access and retention.

The City’s social media presence – including Facebook, Twitter, Instagram, LinkedIn, and Next Door – will be leveraged to build awareness of and provide information about the periodic update and planned engagement activities, including meetings, surveys, and public comment periods.

*Engagement level: inform, consult*

### Community Survey and Workshops

A community survey and related workshops about the periodic update, climate planning, and how people experience Spokane as individuals and a community will be conducted as an initial community touchpoint. An outreach campaign will be conducted to inform the community about the survey to increase awareness and participation, including partnering with community centers and foodbanks for survey distribution.

*Engagement level: consult, involve*

### Updates to Boards, Commissions, Committees, Councils

Staff will periodically present to and seek feedback from Plan Commission, City Council, other city commissions, boards and committees, and neighborhood councils. Such groups include, but are not limited to, the Spokane Human Rights Commission, Parks Board, Spokane Regional Transportation Council, STA Board, Spokane Public Schools' Board of Directors, and others.

*Engagement level: inform, consult, involve*

### Youth Engagement

Youth engagement will provide a valuable lens in which to discuss topics relevant to growing and future generations. Partnership with Spokane Public Schools will be explored to bring the topic into the classroom. General events should also include youth activities to get younger generations involved while

also easing the burden of parents, guardians, and caretakers participating, such as planning-specific coloring pages.

*Engagement level: inform, consult, involve*

## Evaluation

This PPP will be updated with deeper engagement strategies and a more detailed timeline of activities once the project is underway to incorporate additional feedback from the community. While the principles and other details outlined in this document are an important first step in planning the engagement process for the periodic review, all engagement shall be flexible and based on real-time assessment. If an activity is not working, or an activity not anticipated is recommended and found appropriate to be included, there will be periodic check-ins to update.

## Contacts

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509-625-6500  
[tblack@spokanecity.org](mailto:tblack@spokanecity.org)



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/2/2024

**Clerk's File #**

RES 2024-0100

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Bid #**

**Contact Name/Phone**

COLIN QUINN- 6804

**Requisition #**

**Contact E-Mail**

CQUINNHURST@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

0650 - CENTERS AND CORRIDORS UPDATE STUDY

**Agenda Wording**

Study reviewing Centers & Corridors land use policies, development code, and economic conditions, and recommending regulatory updates to zoning, development code and design standards in preparation for the 2026 Comprehensive Plan Update.

**Summary (Background)**

- To prepare for the upcoming 2026 Periodic Update to the Comprehensive Plan the Planning Services department worked with a team of consultants to assess the City's Center and Corridor growth strategy established in 2001. This review included assessing development and zoning code, Comprehensive Plan policy, and economic conditions.
- Since the adoption of the Comprehensive Plan in 2001 the Center and Corridor growth strategy has had few amendments. To ensure that the City has all the information

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$ 0

**Narrative**

Planning Department consultant fund

**Amount**

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

at its disposal for updating the Comprehensive Plan during the 2026 Periodic Update the Center and Corridor Study produced regulatory recommendations. Recommendations include zoning, development code, and design standard changes. These will be further reviewed during the 2026 Periodic Update process. • The goal of the Center and Corridor "focused growth strategy" was to reduce the impact of development on neighborhoods and concentrate moderate to high density housing, retail, and employment in Centers and Corridors. With state and local changes to development regulations this no longer as feasible as it once was. Changes to housing typologies, brick-and-mortar commercial services, and remote work may change the way in people live, work, and play. ...continued on Briefing Paper.

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

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tkimbrell@spokanecity.org	cquinnhurst@spokanecity.org
akiehn@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October 14, 2024
<b>Submitting Department</b>	Planning Services
<b>Contact Name</b>	Colin Quinn-Hurst, Tyler Kimbrell
<b>Contact Email &amp; Phone</b>	<a href="mailto:cquinhurst@spokanecity.org">cquinhurst@spokanecity.org</a> x6804; <a href="mailto:tkimbrell@spokanecity.org">tkimbrell@spokanecity.org</a> x6733
<b>Council Sponsor(s)</b>	CM Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Centers and Corridors Update Study
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>To prepare for the upcoming 2026 Periodic Update to the Comprehensive Plan the Planning Services department worked with a team of consultants to assess the City’s Center and Corridor growth strategy established in 2001. This review included assessing development and zoning code, Comprehensive Plan policy, and economic conditions.</li> <li>Since the adoption of the Comprehensive Plan in 2001 the Center and Corridor growth strategy has had few amendments. To ensure that the City has all the information at its disposal for updating the Comprehensive Plan during the 2026 Periodic Update the Center and Corridor Study produced regulatory recommendations. Recommendations include zoning, development code, and design standard changes. These will be further reviewed during the 2026 Periodic Update process.</li> <li>The goal of the Center and Corridor “focused growth strategy” was to reduce the impact of development on neighborhoods and concentrate moderate to high density housing, retail, and employment in Centers and Corridors. With state and local changes to development regulations this no longer as feasible as it once was. Changes to housing typologies, brick-and-mortar commercial services, and remote work may change the way in people live, work, and play. Recommendations from the study and what we heard from the community regarding economic development will help Planning Services make informed recommendations for future economic development and land use decisions.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$125,000</u> Current year cost: \$125,000 Subsequent year(s) cost: \$0  <b>Narrative:</b> <u>Planning Department consultant fund</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source*	

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

**Expense Occurrence**    One-time    Recurring    N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
  - The recommendations of this study aim to improve access to employment, retail, housing, and everyday needs including in disadvantaged community tracts. As a result, the proposals of this project will improve the potential for developing walkable, bikeable, and affordable communities. This type of development reduces the financial burden of transportation costs for over-burdened residents and can improve equity and social outcomes for families. The land use considerations evaluated by this study lay the groundwork for shifting policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.
  
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  - This study identifies existing demographics and land-use characteristics within the neighborhoods designated as Centers and Corridors, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control.
  
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  - Subsequent planning efforts, transportation investments and policy changes will be measured against the baseline conditions identified in this study to assess the results of code and policy changes. Future planning and infrastructure projects will continue seeking public input to assess the impacts of code, policy, development, land use and infrastructure changes associated with this study.
  
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  - This project is aligned with previous and ongoing studies and plans conducted by the City and the STA to assess the potential for transit-supportive land use and infrastructure investments. These studies include the South Logan Transit-Oriented Development Plan (2024), the TOD Framework Study (2022), Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), and supportive neighborhood planning efforts such as the West Central Neighborhood Action Plan, Emerson Garfield Neighborhood Action Plan, and Logan Neighborhood Subarea Plan, and South Hill Coalition Connectivity and Livability Strategic Plan.
  - Additionally, the recommendations from this project will be used in 2026 Periodic Update to the Comprehensive Plan to inform alternative analysis.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

- the Center and Corridor Study was workshopped by Plan Commission and was unanimously voted on to recommend to City Council at their hearing September 25, 2024



## **RESOLUTION NO. 2024-0100**

A resolution adopting the Centers and Corridors Update Study as a guide for developing updates Centers and Corridors policies and development regulations as adopted in the City of Spokane's Comprehensive Plan and the Spokane Municipal Code.

**WHEREAS**, the City of Spokane has adopted a Comprehensive Plan that complies with the requirements of the Washington State Growth Management Act, including a Land Use element meeting the requirements set forth in RCW 36.70A.070(1) and a Transportation element meeting the requirements set forth in RCW 36.70A.070(6); and

**WHEREAS**, the City of Spokane undertook the Spokane Horizons community planning process between 1996 and 2001 to develop the City's first Comprehensive Plan; and

**WHEREAS**, the Spokane Horizons process led to community selection of the "Focused Growth, Mixed-Use Centers Scenario" as the preferred growth scenario to concentrate future growth in mixed-use district centers, neighborhood centers, employment centers, and along mixed use transportation corridors; and

**WHEREAS**, the City of Spokane's adopted Comprehensive Plan Land Use element contains policies supporting implementation of this focused-growth strategy by encouraging a mix of employment, residential, and commercial uses in designated centers; and

**WHEREAS**, a team led by MAKERS Architecture & Urban Design, and including SCJ Alliance and Leland Consulting Group, with expertise in Washington State comprehensive planning as well as expertise in the creation of supportive development regulations and design standards; and

**WHEREAS**, the Centers and Corridors Update Study will guide future zoning code and land use planning strategies to accommodate new mixed-use development in the City of Spokane; and

**WHEREAS**, the process for the Centers and Corridors Update Study included public engagement including two public open houses, presentations to local Neighborhood Councils, a Real Estate and Development Professionals public meeting, an online survey, four steering committee meetings with community organizations and institutions, and four Plan Commission workshops, and

**WHEREAS**, public meetings were held on October 26, 2023, November 7, 2023, April 23, 2024, and May 1, 2024; and

**SPOKANE CITY PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING THE CENTERS & CORRIDORS UPDATE STUDY**

**A Recommendation from the City Plan Commission to the City Council recognizing the Centers & Corridors Update Study as a guide for future policy development and potential regulatory, infrastructure and programmatic implementation measures.**

**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, including a land use element as well as a transportation element that is consistent with the land use element, meeting the requirements set forth in RCW 36.70A.070(2).
- B. The City of Spokane land use element contains Policy LU 3.2 – Centers and Corridors, directing the City to designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.
- C. Key features of Centers and Corridors include compact residential patterns, the provision of a mix of residential, commercial, and recreational uses, and the establishment of a dense network of transport options including walking, bicycling, and access to transit.
- D. The land use element of the Comprehensive Plan also contains Policy LU 3.3 – Designating Centers and Corridors, directing the City to designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a City-approved planning process.
- E. Policy LU 3.4 – Planning for Centers and Corridors, within the land use element, call for city-approved subarea planning processes to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors, and prohibiting any change to land use or zoning within Centers or Corridors until subarea planning processes are complete.
- F. Policy LU 3.5 – Mix of Uses in Centers, within the land use element, calls for achievement of a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.
- G. The City of Spokane is initiating steps for the 2026 periodic update of the City’s Comprehensive Plan, a process that includes the development of a series of growth scenarios that will reference the City’s current “Focused Growth, Mixed-Use Centers” strategy and include scenarios that propose

various updates and revisions to the City's existing Centers and Corridors policies and zoning.

- A. MAKERS Architecture & Urban Design, a consulting firm with expertise in Comprehensive Plan policy development and development code assessment, led a team including Leland Consulting Group and SCJ Alliance to conduct the Centers & Corridors Update Study for the City of Spokane, assessing development trends, existing conditions, Centers & Corridors land use policy, and existing Centers and Corridors development code, and on this basis providing a series of regulatory recommendations for future implementation.
- B. Outreach and public communication beginning in the spring of 2023 included a project web page, online surveys regarding challenges and opportunities designated Centers, a recorded video about Centers and Corridors distributed via the City's social media channels and web page, email updates to interested parties, blog posts, and press releases promoting participation in the planning process.
- C. Staff conducted public engagement including two public open houses, presentations to local Neighborhood Councils, a Real Estate and Development Professionals public meeting, four Steering Committee meetings with community organizations and institutions and four Plan Commission workshops.
- D. Staff hosted public open houses on October 25, 2023, November 7, 2023, April 23, 2024, and May 1, 2024, as well as additional public engagement at local cafes and coffee shops on four weekends October and November 2023.
- E. At meetings of the North Hill Neighborhood Council, East Central Neighborhood Council and East Spokane Business Association, staff presented assessments of existing conditions, initial findings and draft regulatory recommendations.
- F. The project included a Technical Advisory Committee meeting on August 1, 2023 and Spokane City Plan Commission workshops on August 23, 2023, November 8, 2023, January 24, 2024, April 10, 2024, and July 24, 2024.
- G. The Plan Commission recognizes the recommendations of the Centers and Corridors Update Study do not direct nor result in any change to land use or zoning, nor do the recommendations commit to funding or programmatic changes.
- H. On September 25, 2024, the City Plan Commission held a public hearing on the recommendations of the Centers & Corridors Update Study. At the public hearing, the Plan Commission heard testimony on the Study recommendations and deliberated on the proposed updates.

## **CONCLUSIONS:**

Based upon the recommendations of the Centers & Corridors Update Study and appendices, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), agency and public comments received, and public testimony presented, the Plan Commission makes the following conclusions with respect to the Centers & Corridors Update Study:

1. The recommendations of the Study are consistent with the goals and purposes of the Growth Management Act.
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. Additional legislative action with robust public engagement will be required for any strategies that involve changes to adopted policy and regulations of the City of Spokane, which would be incorporated into subsequent work plans of the Plan Commission and/or considered in conjunction with ongoing or upcoming major planning efforts such as the periodic update of the Comprehensive Plan required by the statutory deadline of 2026.

**RECOMMENDATION:**

In the matter of the recommendations of the Centers & Corridors Update Study:

As based upon the above listed findings and conclusions, by a vote of 9 to 0, the Plan Commission takes the following actions:

- (1) Recommends to City Council the **APPROVAL** of a resolution recognizing the Centers and Corridors Update Study as a guide for future policy development and potential regulatory and programmatic implementation measures.
- (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 resolution.

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**Greg Francis, President  
Spokane Plan Commission**

**September 26, 2024**

**WHEREAS**, public engagement opportunities were held at local community gathering spaces, including cafes and coffee shops, on four weekends in October and November 2023; and

**WHEREAS**, presentations at meetings of the North Hill Neighborhood Council, East Central Neighborhood Council, and East Spokane Business Association were held in Fall 2023 and Spring 2024; and

**WHEREAS**, a Technical Advisory Committee meeting was held on August 1, 2023; and

**WHEREAS**, the Spokane City Plan Commission workshops were held August 23, 2023; November 8, 2023; January 24, 2024; April 10, 2024, and July 24, 2024; and

**WHEREAS**, the Centers and Corridors Update Study includes recommendations for establishing a new family of Mixed-Use (MU) zones to replace the existing Centers & Corridors zoning hierarchy; and

**WHEREAS**, the associated recommendations, if furthered, will be subject to a separate planning process that includes additional engagement with the community; and

**WHEREAS**, as prescribed in SMC 04.12.010, this resolution is not an action to amend the City's Comprehensive Plan or development regulations by recommendation of the Plan Commission; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council adopts the Centers and Corridors Update Study, shown in Attachment XXX, as a guiding document for future actions and further consideration of recommendations to update the City's focused-growth, mixed-use development strategy.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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City Clerk

Approved as to form:

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Assistant City Attorney

CITY OF SPOKANE

# CENTERS & CORRIDORS STUDY



**MAKERS**  
architecture • planning • urban design

 **SCJ STUDIO**

 **LELAND  
CONSULTING  
GROUP**

June 2024



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# Spokane Centers and Corridors Study

## Executive Summary

This memo evaluates the City of Spokane’s Centers and Corridors framework and recommends changes to the role centers play in the City’s land use policy and regulatory structure, including changes to Comprehensive Plan policies, zoning and design standards in the interest of better achieving the City’s goals for amenity-rich, walkable, mixed-use centers. These changes will affect how Centers and Corridors are designated, types of Center and Corridor designations, policy guidance for public investment in Centers and Corridors, and the rules that govern building in Centers and Corridors. It is accompanied by a market study appendix analyzing development potential in Center and Corridor areas in general and identifying regulations that create barriers to development.

Important policy recommendations include:

- Eliminating the Employment Center designation and folding those Centers into other Center typologies (page 14).
- Clearly designating implementing zones for each of the Centers and Corridors typologies (see pages 26-31).
- Updating how Centers and Corridors land use designations are mapped (page 32).

A key regulatory change is the introduction of a new family of **mixed-use zones** (see page 42) to replace the existing Center and Corridor zones:

- **MU-TOD**: emphasizes uses that support walking activity and high-intensity development, to be applied near high-capacity transit stops.
- **MU-1**: the “base” mixed-use zone that allows a broad mix of uses and high-intensity development, intended primarily for District Centers and Corridors.
- **MU-2**: oriented towards a narrower range of walking-friendly uses and moderate-scale development, intended primarily for Neighborhood Centers and Mini-Centers
- **MU-3**: oriented towards smaller-scale development, intended for peripheral areas at the end of centers. This is intended to replace both the CC4 and NMU zones.

Other notable regulatory proposals include increased height limits (page 46), relaxation of zone edge transition standards, maximum block length/through-block connection standards (page 52), and updates to block frontage standards (provisions for Pedestrian-designated streets and other block frontages, page 57).



## Short- and Long-term recommendations

In spring of 2024, staff developed interim updates to Center and Corridor zones to implement recommendations of the South Logan Transit Oriented Development (TOD) Subarea Plan and EIS. These updates build on expiring interim Center and Corridor zoning passed as part of the Building Opportunities and Choices for All (BOCA) Initiative. The new short-term interim updates will provide a bridge to long-term changes to the Center and Corridor designation/zoning scheme included in the 2026 Comprehensive Plan update.

### Height

**Short-term:** Update height limits to 55' and 75' for Neighborhood Centers and District Centers respectively.

**Long-term:** Allow 90-150' heights in MU-TOD, 75-150' in MU-1, 55-75' in MU-2, and 40' in MU-3 zones.

### Transitions

**Short and long-term:** Update transition standards to allow 40' outright and allow an additional 2' height for each 1' (60°) from the adjacent Residential zone property line.

### Parking

**Short- and long-term:** Remove parking requirements from CC/MU zones.

### Floor Area Ratio (FAR)

**Short-term:** Reduce minimum FAR to 0.5 for District Centers and 1.0 for Employment Centers.

**Long-term:** Maintain minimum FAR of 1.0 for MU-TOD zone only.

### Drive-Throughs

**Short-term:** Prohibit new drive-throughs in CC1 zone.

**Long-term:** Prohibit new drive-throughs in all MU zones on pedestrian streets and in the MU-TOD and MU-3 zones, and limit drive-through placement in MU-2 zone.

# Centers and Corridors Analysis

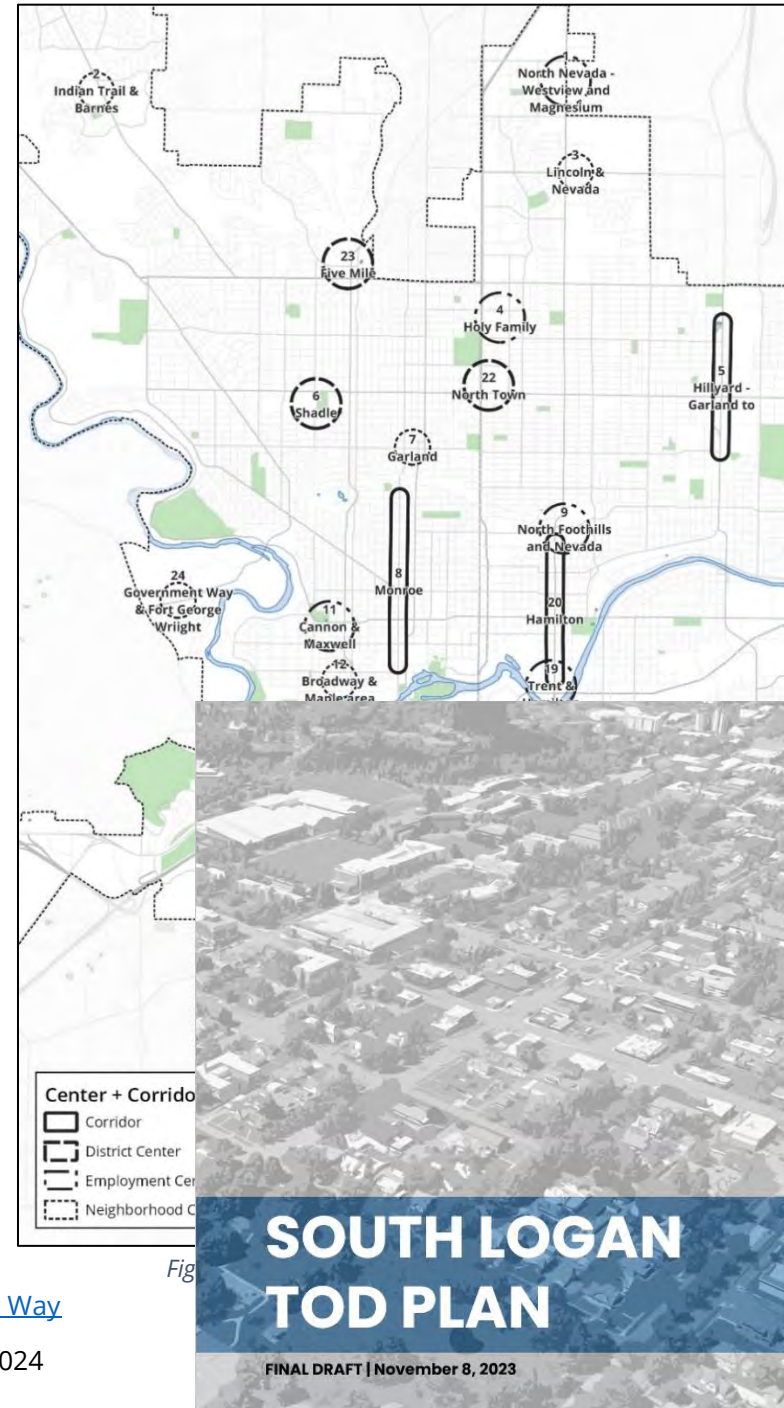
The process of getting to policy and regulatory recommendations included an in-depth analysis of the Centers and Corridors planning, policy, physical, development, and regulatory findings by a consultant team led by MAKERS architecture and urban design. This included an assessment of the:

- Planning history of the Centers and Corridors.
- Policy framework, including an examination of the Centers and Corridors concept, individual goals and policies, applicable land use designations, and the mapping of those designations.
- Physical and regulatory conditions in each of the Centers and Corridors. This included the land use development context (land uses, built form and conditions, and recent development activity), transportation and public infrastructure context (including the street grid, traffic levels, transit access, streetscape conditions, and the presence of public facilities, open space, and amenities), and applicable land use designations and zoning.
- Centers and Corridors typologies plus related land use designations.

## Planning Context

The City has prepared several neighborhood and subarea plans addressing specific policy recommendations for designated Centers and Corridors. Plans and studies for the following Centers and Corridors inform policy conversation and set the stage for an overall look at how comprehensive plan policy may adapt to achieve mixed-use development objectives.

- [Hamilton Corridor](#)
- [Shadle District Center](#)
- [Lincoln Heights District Center](#)
- [Whistalks Way \(formerly Fort George Wright Drive\) and Government Way](#)



Fig

Figure 2. South Logan subarea plan cover

- [Neighborhood Center](#)
- [North Monroe Corridor](#)
- [South Logan TOD Project](#)
- [Grand Boulevard Transportation and Land use Study](#)
- [Emerson Garfield Neighborhood Plan](#)
- [North Hill Neighborhood Action Plan including the Garland Neighborhood Center](#)

In addition, the City and partner agencies have conducted planning for broader areas that include both Centers and Corridors as well as areas not designated as a Center or Corridor in the Comprehensive Plan:

- North Bank via the [Downtown Plan Update](#)
- [South University District Subarea Plan](#)
- South Hill neighborhood connectivity ([Connectivity and Livability Strategic Plan, South Hill Coalition 2014](#)) including Southgate District Center, Lincoln Heights District Center, Grand Boulevard – 12<sup>th</sup> to 14<sup>th</sup> Neighborhood Center, South Perry Neighborhood Center, and Grand District Center
- City Line BRT corridor via the [TOD Framework Study](#)
- Division BRT via the [DivisionConnects Phase 2 Vision and Implementation Strategy](#), including the North Town District Center and Holy Family Employment Center
- [East Central Neighborhood Plan Update](#) including the East Sprague Employment Center
- [West Central Neighborhood Action Plan](#) including the West Broadway Neighborhood Center and the Maxwell and Elm Employment Center
- The City's neighborhood and subarea planning efforts have demonstrated different areas have different needs and opportunities. For example, the DivisionConnects, Phase 2 study proposed the classification of mixed-use center types by the classifications of the streets serving them and the type of BRT station proposed to be located there. The North Bank concepts in the Downtown Plan Update and South University District plans envision an urban landscape investing heavily in walking and rolling infrastructure and focusing less on accommodating vehicles. Both the West Hills and Shadle Park planning efforts emphasize access to transit, while suggesting minimal changes to retrofit the existing, auto-centric design of the transportation system. These planning processes inform new policy suggestions recommending a practical approach to achieving mixed-use





development while acknowledging the context variability between various Centers and Corridors.

Despite these area-by-area differences, the City's various plans and studies all agree on achieving six objectives, regardless of the Center or Corridor's setting:

- **Connectivity**, where street, sidewalk, and trail connections to and through the mixed-use centers are emphasized, both to improve access for all modes of travel and to impose a sense of more intimate scale to larger centers.
- **Residential infill**, where increases in residential density within and surrounding mixed-use centers facilitates walking and rolling access to retail and services within the center and creates a transition to low intensity residential neighborhoods nearby.
- **Public realm improvements**, where streets, drives, parks, and plazas are treated to create environments attractive to pedestrians, motorists, cyclists, people using mobility aids, business owners, residents, and others who will fuel development demand adjoining the public realm consistent with overarching land use strategies.
- **Speed reduction**, slowing vehicular traffic in mixed-use areas, and more closely balancing design priority between people walking, bicycling, rolling or driving.
- **Pedestrian safety**, emphasizing the importance of street crossings and vehicular separation between walking and rolling travelers and those in cars or moving freight.
- **Edge permeability**, where the distinction between what is the mixed-use center and what is a residential neighborhood is somewhat blurred, encouraging convenient walking and rolling to, through, and between mixed-use centers.
- **Transit access**, facilitating and encouraging access to STA's BRT or high-capacity network and supporting a more compact mixed-use center development design less reliant on parking.

## Development Eras

One of the key factors that determines opportunities and challenges in different Centers is development era. There are three general categories with some broad similarities in conditions:



- **Pre-war main-street Centers**, like South Perry, Grand Boulevard, or Garland, will likely need help with building retrofits and renovations, infill-friendly regulation (limited or no parking requirements and setbacks), and, where appropriate, parcel consolidation. City support for community events, public art, activation of vacant storefronts, and upgrades to aging infrastructure will be most important to set the stage for community-led revitalization and investment in these traditional Centers and Corridors.
- **Post-war Centers**, like Manito, North Town, Shadle, and Five Mile have aging buildings and infrastructure, and environments hostile to walking, bicycling, and rolling. Some of these places are well-positioned for mixed-use redevelopment in some respects, though land values, construction costs, and expectant rents are still not at the levels necessary to make vertical mixed-use development pencil. The existing mix of CC zoning, design standards, and pedestrian street designations provide a good starting point, but some strategic adjustments (see Regulatory Changes below) can provide enhanced guidance toward economic and community design objectives for these Centers and Corridors.
- **Contemporary Centers**, like Southgate and Indian Trail, are seeing new development with some community design improvements over the post-war Centers noted above. They will likely need help in traffic safety improvements such as crosswalks, signal timing that is friendly to people walking and bicycling, protected bike lanes, shared-use paths, through-block connections, and parking lot design that supports people walking, bicycling, and rolling. These areas also likely need support for green stormwater infrastructure, tree planting, and heat-reflective roofs to combat heat island effects.

Proposed zoning and design guidance, particularly related to land use, building height, connectivity requirements, and walking and rolling facilities will need to be sensitive to these different typologies in the community's existing Centers, allowing some flexibility in the application of the rules to facilitate incremental change or wholesale transformation. The Neighborhood Center and District Center designations may still apply, but zoning – and complementary investment in the public realm – will be key to encouraging the development of a compact, mixed-use form.

## Policy Gaps and Issues

When conceived, the City attempted to implement Centers and Corridors land use designations through a series of zoning districts, generally applied to existing commercially zoned land and subsequently appended to support attributes that are more friendly to people walking and rolling. The concept of Centers and Corridors is somewhat abstract, with fuzzy edges that may or may not conform to the implementing zones.

This application of policy and zoning has resulted in some gaps between City wishes to achieve and the policy put in place to achieve it. Current policy may not reflect the land use diversity existing in Centers and Corridors, the appropriateness of the expectations for development, the size of Centers, the treatment of land just outside of center boundaries, the requirement to prepare subarea plans, the relevance of “Employment Centers,” the treatment of “non-center” mixed-use areas, and the relationship between street design and mixed-use Centers and Corridors.

### Diversity of Development Conditions

Center and Corridor designations are applied in a wide range of conditions. As a result, zoning and design standards struggle to account for all situations and development contexts. The Comprehensive Plan also applies similar expectations for lively walkable, mixed-use spaces, regardless of the area’s existing or potential development patterns.

Conditions within individual Centers and Corridors also vary. Land use goals may not apply to all areas of a Center or Corridor. For example, not all areas of a Center or Corridor may be appropriate for prioritizing storefronts oriented toward people walking, and there is little policy guidance currently on where to concentrate certain types of activities.

### Unrealistic Development Expectations

Centers and Corridors policy expectations may overstate the market’s likely development response, with existing development patterns or transportation facilities inducing development differing from policy intent. For example, while policy may anticipate mid-or high-rise mixed-use development, the real estate economics may only support single-use multi-family or strip-style commercial development.



*Figure 5. Policy, development regulations, and market conditions must align to see desired outcomes realized.*



## Size of Centers

Comprehensive plan policies loosely discuss center size, with District Centers the largest, with large floor plates for large-format retail, department stores and grocery stores. However, it is unclear from policy language how many acres such Centers should be cover. Policy language also indicates multifamily residential uses as favored “adjacent” to District Centers in the policies, but there is no definition of “adjacent,” creating ambiguity. The intent appears to present some degree of land use transition between the more intense center or corridor and the less intense neighborhoods surrounding it. The way in which this policy is to be interpreted and applied is unclear.

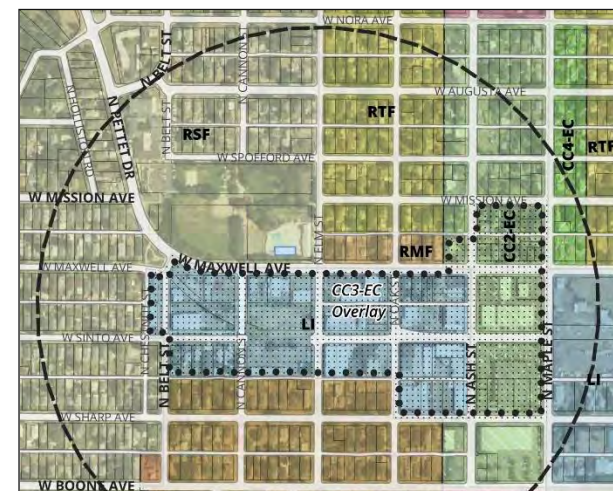
## Subarea Planning

The Comprehensive Plan relies on subarea planning for each designated Center or Corridor to interpret policy and apply meaningful zoning designations. However, recent subarea planning for each Center has focused primarily on localized concerns and enjoyed only limited funding. Subarea plans have not consistently satisfied the land use objectives in the Comprehensive Plan, mostly because the resources available to support these planning efforts have limited their scope. Subarea planning is costly and can be a multi-year process.

Without applicable subarea plans, Centers and Corridors rely on a system of CC zoning districts and overlays, most of which do not match Centers and Corridors Comprehensive Plan map extents. In some cases, permitted uses or required development types are not compatible with the goals in the Comprehensive Plan, although implementation of the South Logan Transit-Oriented Development project will facilitate some near-term changes to allowed development approaches.

## Employment Centers

The “Employment Centers” serve a vague purpose, offering little benefit beyond recognition of a relatively concentrated workforce. The areas included as Employment Centers leave out some important industrial, institutional, and logistics sites with greater and more concentrated employment than contained within designated Centers. Additionally, the landscape of employment is changing, with office occupancy decreasing and business park types of development on decline. The Employment Center designation may now be obsolete.





## Undesignated Centers and Use Mix in Other Areas

The Plan's existing policy anticipated mixing of uses in the designated Centers and Corridors as well as areas not currently designated, such as Neighborhood Mini-Centers and General Commercial segments along Division Street.

There are areas in the city, such as segments of Division Street, which may qualify as Centers or Corridors due to planned public investments, but which are not included as such. Current zoning in these areas may perpetuate development conditions in conflict with the Centers and Corridors concept.

## Streets and Public Infrastructure

Many centers lack a connected street system, hindering all mobility options including walking, bicycling, rolling, and vehicular movement. This is most prevalent in post-war and contemporary centers. The design of existing streets in these Centers, including heavy, fast-moving traffic, no on-street parking, narrow sidewalk widths, and limited street trees. These factors significantly reduce the attractiveness of sites in these Centers for mixed-use development oriented toward people walking.

Policy guidance now exists to create a more Center and Corridor type of environment, even though its implementation may not always result in the ideal streetscape. Policies TR-2, TR-3, and TR-6 establish connectivity provisions to enhance walking, rolling, and vehicular connections between sites and uses within Centers and Corridors, both in new development and redevelopment contexts. What now is needed is a clear vehicle to link policy direction to implementation.

This may include identifying specific and conceptual connections within Centers and Corridors or providing for maximum block lengths between public streets and between public streets and private through-block connections. This need not be expressed as lines on a map. It can be built into policy and zoning, ensuring project designs and street improvement plans enhance the public realm in ways compatible with mixed-use, compact forms.

## Typology Findings

While the Comprehensive Plan land use typologies are frequently mismatched with the zoning code, with land use map designations that may not align precisely with implementing zones, the fundamental distinction between Center types and Corridors still has value. The framework can be improved, however, by respecting typological distinctions and their essentially different functional expectations or physical characteristics.

### District and Neighborhood Centers

These designations, if mapped differently, work well. They establish a clear concept calling for the integration of mixed uses or the transformation of potential development sites to create a more compact, dynamic, walkable, and transit-oriented space. They differentiate scale and intensity, an appropriate policy distinction to confirm compatibility with surrounding uses and define transportation facility and public service needs. But they should be applied more broadly, encompassing other potentially mixed-use areas. Some areas now with downtown or general commercial zones might qualify for inclusion here.



Figure 8. Examples of typical Centers: left, Southgate; right, South Perry.

## Corridors

The Corridor designation is intuitive. It communicates a linear, mixed-use environment, with storefronts along an arterial street, on-street parking, lower traffic speeds, and easy pedestrian access, all set in a relatively narrow strip of intensity. This designation seems to work well, but it may also need to be applied more broadly, wherever this development type is sought. It implies specific physical components, though, and places designated as Corridors may also rely on significant retrofitting of the public realm and arterial streets to accomplish overall development objectives – a serious policy consideration when selecting areas for Corridor designation. East Sprague, Market Street, and North Monroe are examples of this type of arterial transformation and are consistent with proposed policy and discussion revisions to Policy LU 3.2.



*Figure 9. Monroe, an example of a typical Corridor.*



## Employment Centers

The vagueness and inconsistent application of Employment Centers indicates limited value as a land use designation. There are six of them in Spokane, and a different designation applied to each may serve them just as well and alleviate confusion about what to expect and how to zone them. This report recommends removing Employment Center as a designation, and redesignating each of the existing Employment Centers as outlined below.

### *Redesignation Recommendations for Existing Employment Centers*

- Cannon & Maxwell** – This Employment Center is unique as a small, legacy site close to Spokane’s first-ring suburbs. Its existing light industrial zoning also has a mixed-use overlay. It can be reclassified as a Neighborhood Center, adjusting the boundary to incorporate the Oak and Ash intersection with Maxwell. Removing the Employment Center designation and retaining the LI zoning in the rest of the area accommodates additional remaining development potential. The park and pool across the street serve as a great amenity.
- East Sprague/Sprague & Napa** – Given the industrial land to the north and freeway impacted land to the south, this stretch is functioning more like a Corridor. While there are industrial jobs in the vicinity, the entire landscape north of Sprague is industrial, making this site less distinct as an Employment Center. The designation is also less important now that the Altamont industrial sites are developed. Redesignating this as a Corridor would better match the function of East Sprague and clarify development expectations.
- Holy Family** – Set along the Division Street corridor, this Employment Center designation may be better served as another type of Center evolving as part of the emerging BRT vision. Alternatively, the Center designation can be removed, allowing a Neighborhood or District Center designation to take its place.
- North Foothills and Nevada** – The benefit of having this area designated as a Center of any type is unclear. However, now that the developed form of the district is taking shape, it may make sense to designate it as a Neighborhood Center to reflect recent housing development and retain a



Figure 10. Designated Employment Centers as of June 2024.

portion of the area for industrial and institutional uses.

- **North Nevada** – This area appears to have little potential to emerge as a Center as envisioned in the Comprehensive Plan. Creation of a Center – possibly a District Center – would require close collaboration with the County to encourage a transformation of land use and reconfiguration of the transportation network to be compatible with either industrial or mixed-use center type development.
- **Trent & Hamilton** – This area is a portion of the northern University District, partially served by the new City Line BRT. It is also part of the study area for the South Logan TOD plan, examining how the space may transform as a result of the new BRT line and increasing development pressure associated with the universities and planned housing. It is recommended to transition to a District Center.

### Mini-Centers and Neighborhood Retail

These areas are both currently zoned as Neighborhood Retail (NR) – with 35' height limit and allowing single-purpose residential. Their neighborhood context and mixed-use pattern align with a smaller vision of the Neighborhood Center concept. If the Centers and Corridors approach applies to Mini-Centers and Neighborhood Retail, the Neighborhood Center designation should be scalable to apply to mixed-use development smaller than one acre or single street corner parcels.



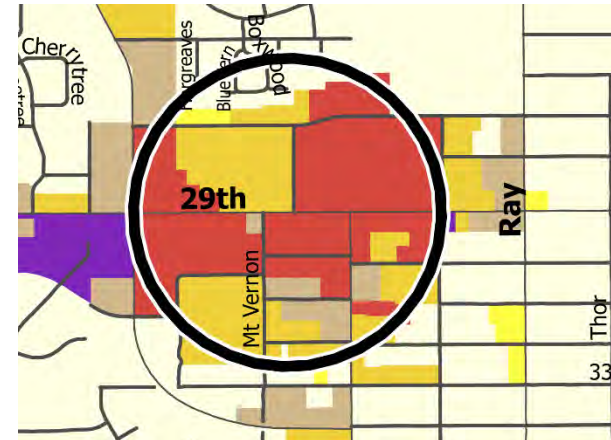
*Figure 11. Wisconsin Burger near the South Perry Center is a good example of neighborhood-scale retail.*

# Policy Recommendations

This study offers findings and policy initiatives for a wide spectrum of “Center” types. The suggested policy responses address land use and, to a lesser degree, transportation facility design. Part of the response is to recognize the indefinite edge of Centers and Corridors and allow some flexibility to apply zoning as appropriate to respond to individual Center or Corridor conditions. In today’s zoning context, the incomplete overlap between the Centers and Corridors land use designation and CC zones creates inevitable mismatches and gaps, as well as confusing terminology.

A potential direction is to retain the Centers and Corridors concept but alter the way it is interpreted in policy and applied through zoning. This chapter discusses policy perspectives and proposes a hierarchy of “Mixed-Use” zones. This approach anticipates that individual districts may warrant different zoning designations depending on development economics, market trends, or City goals for Transit-Oriented Development (TOD). This may also allow for a broader application of Mixed-Use designations, bringing into the framework the downtown, sections of the Division Street corridor currently lacking Center designations, and Neighborhood Retail properties.

The Comprehensive Plan’s land use chapter provides ten land use goals, each with several policies intended to guide City initiatives, investment, and response. The proposed policy language here makes surgical revisions, with additional explanation added as necessary to the “discussion” section. These “discussion” paragraphs often introduce quasi-policy statements of their own, noting specific guiding principles, design strategies, or locational conditions which may inform zoning standards or discretionary review criteria. The “Notes” column offers ways in which the discussion may be reconsidered to express policy change intention or to offer ways in which an unchanged policy can be reinterpreted to be more compatible with the findings of this Centers and Corridors study. In some cases, the “Proposed policy” is unchanged, but the discussion accompanying the policy in the existing plan may warrant a new look.





## Policy Recommendations Table

Proposed policy text changes are shown in the right column with **additions** and ~~deletions~~ shown as such.

Topic	Existing policies	Notes	Proposed policies
<b>Residential density</b>	<p><b>LU 1.4: Higher Intensity Residential Areas</b></p> <p>Direct new higher intensity residential uses to areas in and around Centers and Corridors designated on the Land Use Plan Map and to areas where existing development intensity is already consistent with development of this type</p>	<p>Relies on spatially determined C&amp;C geography and excludes single-family areas from consideration. Also does not define “higher density” to clarify which types or intensities qualify, even in the “discussion” section.</p>	<p><b>LU 1.4: Higher intensity residential areas</b></p> <p>Direct <del>new higher intensity residential uses</del> <b>a variety of housing types</b> to areas in and around Centers and Corridors designated on the Land Use Plan Map and to areas where existing development intensity is already consistent with development of this type.</p>
<b>Offices</b>	<p><b>LU 1.5: Office Uses</b></p> <p>Direct new office uses to Centers and Corridors designated on the Land Use Plan Map</p>	<p>Somewhat of hollow policy, as the C&amp;C zones are no more permissive of office than other commercial zones. We’ve found that in this environment where there’s been an increase in the amount of remote office work, the best approach to encourage office development is to create a vibrant environment where office workers have access to a mix of services and amenities. Secondly, recommendations promote adaptable ground floor designs that Discussion introduces design suggestions to fine-tune office design and incorporate residential.</p>	<p><b>LU 1.5: Office uses</b></p> <p><b>Foster a walking-oriented environment in Centers and Corridors that encourages the integration of offices with retail, dining, service, and residential uses through use permissions, development standards, and design provisions that emphasize pedestrian-oriented development and strategic public investment.</b></p> <p><b>Emphasize adaptable ground floor spaces on key street frontages in Centers and Corridors through tall floor to ceiling heights that can accommodate offices and a wide range of retail and commercial uses.</b></p>

Topic	Existing policies	Notes	Proposed policies
<b>Small retail</b>	<p><b>LU 1.6: Neighborhood Retail Use</b></p> <p>Direct new neighborhood retail use to Neighborhood Centers designated on the Land Use Plan Map</p>	<p>Cements small neighborhood retail uses of less than two acres in place, permitting no new such development except as infill. Encourages new commercial use to be in C&amp;C spaces. Also, similar to the suggested office policy, emphasizes that in order to successfully encourage neighborhood-scaled retail, it's important to create a good physical and regulatory environment that supports such uses.</p>	<p><b>LU 1.6: Retail in neighborhoods</b></p> <p><b>Encourage the integration of retail, dining, and service uses within a neighborhood context, particularly designated Neighborhood Centers, through use permissions, development standards, and design provisions that emphasize pedestrian-oriented development and strategic public investment.</b></p> <p><b><u>Place limitations on the intensity of retail commercial uses in neighborhoods to emphasize uses that serve the neighborhood scale.</u></b></p>
<b>Neighborhood retail</b>	<p><b>LU 1.7: Neighborhood Mini-Centers</b></p> <p>Create a Neighborhood Mini-Center wherever an existing Neighborhood Retail area is larger than two acres</p>	<p>Establishes two- to five-acre commercial development category outside of C&amp;C space, encouraged to integrate residential uses. New mini-centers can be established through neighborhood planning.</p>	<p>No change to policy. An update to the discussion section associated with this policy is recommended, including removing language about establishing new Mini-Center locations through a neighborhood planning process and softening or removing language regarding the separation from other neighborhood-serving businesses by at least one mile.</p>
<b>Small Scale Commercial</b>	<p>N/A</p>	<p>Suggest adding a new policy on this topic that has been generating local and statewide interest lately.</p>	<p><b>LU 1.X: Corner stores and small scale commercial</b></p> <p><b>Allow for the establishment of small-scaled retail commercial uses on corner lots that support daily needs in all residential zones.</b></p> <p><b>Establish size limitations and use and design provisions that minimize impacts to adjacent residences.</b></p>



Topic	Existing policies	Notes	Proposed policies
<b>Commercial</b>	<p><b>LU 1.8: General commercial uses</b> Direct new General Commercial uses to Centers and Corridors designated on the Land Use Plan Map</p>	<p>There is land in the GC designation not within C&amp;C space. Is this policy hinting at doing away with it? Otherwise, it may invite creating new Corridors to absorb existing GC zoning districts.</p>	<p><b>LU 1.8: General commercial uses</b> <b>Foster an environment that encourages the integration of general commercial uses with residential and mixed-use development through use permissions, development standards, and design provisions. In Centers &amp; Corridors designated on the Land Use Map, establish permissions, standards and provisions for general commercial uses that emphasize strategic public investment and development oriented toward walking, rolling and active transportation.</b></p>
<b>Transformation</b>	<p><b>LU 1.14: Nonconforming uses</b> Avoid the creation of large areas of nonconforming uses at the time of adoption of new development regulations</p>	<p>Transformation might create nonconforming development, but land uses may still be conforming. Does this policy make the distinction? The discussion may warrant amending to clarify.</p>	<p>No change to policy. Update to discussion needed.</p>
<b>Public spaces</b>	<p><b>LU 2.1: Public realm features</b> Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment</p>	<p>The discussion relates this to the architecture and siting of private development and not to the character of highways, roads, and streets and the impact they have on what land uses develop alongside them.</p>	<p>No change</p>

Topic	Existing policies	Notes	Proposed policies
<b>Development strategy</b>	<p><b>LU 3.1: Coordinated and efficient land use</b></p> <p>Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended</p>	<p>This policy seems to lay a foundation for strategic application of incentives to generate desired development.</p>	<p>No change</p>
<b>Designation</b>	<p><b>LU 3.2: Centers and Corridors</b></p> <p>Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused</p>	<p>The policy is brief, with most of the interpretation direction and applicable guidance on standards incorporated in the “discussion.” Not sure how a policy amendment might help clarify, or if changes would only inform how policy is interpreted. This points to a spatial designation and does not help align the Land Use Plan Map circles and ovals to conditions on the ground. The discussion warrants review and revision to capture findings of this analysis.</p>	<p>Combine with LU 3.3 and update discussion(see below).</p> <p><b>LU 3.2: Centers and Corridors</b></p> <p>Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused. <b><u>Designate new Centers or Corridors through the Comprehensive Plan amendment process or other city-approved planning process.</u></b></p>
<b>Designation</b>	<p><b>LU 3.2: Centers and Corridors</b></p> <p>Centers designation discussion.</p>	<p>Discussion section should be updated to provide more flexibility for designation of new centers.</p>	<p>Suggested Centers and Corridors are designated where the potential for Center or Corridor development exists. Final determination is subject to a sub-area planning process <b><u>or other planning or design process, as appropriate to facilitate Center or Corridor development consistent with Comprehensive Plan policy.</u></b></p>

Topic	Existing policies	Notes	Proposed policies
<b>Designation</b>	<b>LU 3.2: Centers and Corridors</b> Neighborhood Center discussion.	Discussion section should be updated to emphasize importance of streetscape and street facing development edges. See District and Neighborhood Centers on page 12.	Buildings in the Neighborhood Center are oriented to the street, <b><u>and street designs are compatible with storefront and residential uses anticipated to locate along street edges, contributing to the quality of the Center experience and serving active transportation needs.</u></b>
<b>Designation</b>	<b>LU 3.2: Centers and Corridors</b> District Center discussion.	Discussion section should be updated to emphasize importance of streetscape and street facing development edges. See District and Neighborhood Centers on page 12.	As with a Neighborhood Center, new buildings are oriented to the street, <b><u>and street designs are compatible with storefront and residential uses anticipated to locate along street edges, contributing to the quality of the Center experience and serving active transportation needs.</u></b>
<b>Designation</b>	<b>LU 3.2: Centers and Corridors</b> Employment Center.	The Employment Centers offer little benefit as a special designation, and their mapping excludes several areas of concentrated employment, like Riverpoint, the South Hill hospital district, and the industrial area near the fairgrounds and rail corridors. It may be time to eliminate the special employment center designation and incorporate those areas into other centers or corridors where they are adjacent or simply use zoning to implement industrial land use designations. See Employment Centers on page 14.	Remove Employment Center designation.

Topic	Existing policies	Notes	Proposed policies
<b>Designation</b>	<p><b>LU 3.3: Designating Centers and Corridors</b></p> <p>Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process</p>	<p>This requires an “approved” subarea planning process for the siting of new Centers and Corridors, something which may be expensive. Consider integrating an option outside of the subarea plan process to establish a new Center or Corridor, provided the area meets specified criteria.</p>	<p>Delete policy and integrate with LU 3.2.</p>
<b>Identification, scale, and location</b>	<p><b>LU 3.4: Planning for Centers and Corridors</b></p> <p>Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed</p>	<p>This policy appears redundant to LU 3.3. Revision can easily incorporate the essence of LU 3.3. Subarea planning is a complex process to require before land use or zoning changes. See Subarea Planning on page 10.</p>	<p><b>Delete policy.</b></p>
<b>Interdependence</b>	<p><b>LU 3.5: Mix of uses in Centers</b></p> <p>Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses</p>	<p>Policy language seems appropriate. Table LU 1 assigns land use mix targets which may need revisiting but may not warrant policy action. Housing site area targets for neighborhood centers seems high. Is the omission of “Corridors” intentional?</p>	<p>No change</p>
<b>Form</b>	<p><b>LU 3.6: Compact residential patterns</b></p> <p>Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines</p>	<p>Policy appears to mandate design guidelines for small-lot or attached housing types, requiring the City to have them in place in advance of development occurring.</p>	<p><b>LU 3.6: Compact residential patterns</b></p> <p>Allow more compact and affordable <b>forms of</b> housing in all neighborhoods, in accordance with design guidelines.</p>
<b>Parking</b>	<p><b>LU 3.8: Shared parking</b></p> <p>Encourage shared parking facilities for business and commercial establishments that have dissimilar peak use periods</p>	<p>Sharing with residential uses may also be appropriate. There may also be opportunities to advocate for having no required parking under certain circumstances.</p>	<p><b>LU 3.8: Shared parking</b></p> <p>Encourage shared parking facilities for <b>residential</b>, business, and commercial establishments.</p>

Topic	Existing policies	Notes	Proposed policies
<b>Streets and land use</b>	<p><b>LU 4.1: Land use and transportation</b></p> <p>Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution</p>	<p>This seems to focus on high-level, capacity-based transportation/land use coordination but does not introduce the character of transportation improvement types to complement the desired types of land use along transportation facility edges.</p>	<p><b>LU 4.1: Land use and transportation</b></p> <p>Coordinate land use and transportation planning <b>and design</b> to result in an efficient pattern of development that supports <del>alternative transportation modes consistent with the Transportation Chapter</del> and makes significant progress toward reducing sprawl, traffic congestion, and air pollution <b><u>multiple transportation options, including walking, rolling, accessing transit, or driving.</u></b></p> <p><b><u>Land use policy and transportation decisions should prioritize walking, rolling, bicycling and public transit, consistent with the Transportation Chapter, balancing the transportation mode emphasis and approach based on land use designation and development mix.</u></b></p>
<b>Land use diversity and compactness</b>	<p><b>4.2: Land uses that support travel options and active transportation</b></p> <p>Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors</p>	<p>This policy encourages land use diversity and compactness, creating a land use context to support alternative modes.</p>	<p>Provide a compatible mix of residential and commercial uses in <del>Neighborhood Centers, District Centers, Employment Centers, and Corridors</del> <b><u>Centers and Corridors.</u></b></p>
<b>Connectivity</b>	<p><b>LU 4.4: Connections</b></p> <p>Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment</p>	<p>This policy argues for safety and convenience of alternative modes. We suggest that it's important to emphasize that the network includes more than just streets.</p>	<p><b>LU 4.4: Connections</b></p> <p>Form a well-connected network <b><u>of streets and through block connections</u></b> which provides safe, direct, and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.</p>

Topic	Existing policies	Notes	Proposed policies
<b>Connectivity</b>	<p><b>LU 4.5: Block length</b></p> <p>Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access</p>	<p>This sounds good, but there aren't currently any implementing standards. It also only references streets, whereas the diverse context of the centers, particularly those platted Mid-Century or later, would benefit from a more dynamic and flexible set of block standards that encourages the integration of private through-block connections. These could include a mixture of private streets, alleys, woonerfs (curbless routes shared by vehicles, walkers, and rollers), and non-vehicular routes.</p>	<p><b>LU 4.5: Block length</b></p> <p><b>Create and apply a dynamic set of maximum block length standards that provides a maximum distance between public streets and a shorter maximum distance between public streets and a through-block connection that create a well-connected street and pathway network that supports all types of travel.</b></p>
<b>Land use diversity and compactness</b>	<p><b>LU 4.6: Transit-supported development</b></p> <p>Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops</p>	<p>The policy is generally consistent with the findings of this analysis, but the discussion appears to require subarea planning to implement special treatment. The discussion may need revision to eliminate the subarea planning requirement.</p>	<p>No change to policy. Update to discussion needed.</p>
<b>Compatibility</b>	<p><b>LU 5.5: Compatible development</b></p> <p>Ensure that infill and redevelopment projects are designed to be compatible with and complement surrounding uses and building types</p>		<p>No change to policy.</p>
<b>Streets</b>	<p><b>TR 2: Transportation Supporting Land Use</b></p> <p>Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.</p>	<p>This policy mentions placemaking, and the discussion references Centers and Corridors and provides support for multi-modal transportation. Proposed updates to Policy LU 4.5 Block Length provide a strategic implementing element.</p>	<p>Policy guidance on transportation issues related to Centers and Corridors is located in the transportation element of the Comprehensive Plan. This leaves a great deal up to interpretation by staff. These transportation policies provide a foundation for modifying the transportation system priorities and facility designs within Centers and</p>

Topic	Existing policies	Notes	Proposed policies
<b>Streets</b>	<p><b>TR 3: Transportation Level of Service (LOS)</b> Set and maintain transportation level of service standards that align desired growth patterns with optimal choices of transportation modes.</p>	<p>This policy accommodates increased traffic congestion in designated Centers and Corridors anticipating lower vehicle speeds, focusing on the movement of people and not just vehicles.</p>	<p>Corridors, but there is little in the existing Land Use Element to suggest ways in which they can be effectively employed or how specific facility designs can be made more compatible with the types of land uses the Centers and Corridors policy encourages.</p>
<b>Streets</b>	<p><b>TR 6: Commercial Center Access</b> Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.</p>	<p>This policy offers flexibility in design to accommodate the unique needs of Centers and Corridors, enhancing the pedestrian realm, encouraging reduced vehicle speeds, and accommodating high-intensity transit service.</p>	

## Recommendations for Land Use Designation Descriptions

The Land Use Element's Section 3.4 (not to be confused with Policy 3.4) includes descriptions of the City's full list of land use designations. For the Centers and Corridor designations, these descriptions replicate the discussion sections for each land use policy. The land use policy discussion sections should better coordinate with the land use designation descriptions to avoid conflicting guidance.

Secondly, this study recommends adding implementing zones for each land use designation, particularly those related to Centers and Corridors, to better sync the proposed zoning provisions with the land use designations.

Thirdly, this study recommends calling out the Centers and Corridors typologies different than the other land use designations, as they are mapped differently (shown as an overlay feature) and function more as a unique overlay feature.

Below are recommended modifications to the Land Use Designation section of the Comprehensive Plan integrating the recommendations above, with **additions** shown in bold and ~~deletions~~ with strikethrough text. Implementing zoning provisions are all new content, as noted below.

### *Neighborhood Center*

The Neighborhood Center contains the most intensive activity area of the neighborhood. In addition to businesses that cater to neighborhood residents, activities such as a daycare center, church, or school may be found in the Center. Size and composition of the Center varies depending upon location, access, neighborhood ~~context~~**character**, ~~local desires~~, and market opportunities. Important elements to be included in the Center are a civic green, square or park, and a transit stop. ~~Buildings fronting on the square or green should be at least two or three stories in height with housing located above ground floor retail and office uses.~~ **Modest building height step-downs are integrated at the edge of mixed-use zones where adjacent to lower intensity residential zones** ~~is stepped-down and scale of housing is lower as distance from the Center increases.~~ The circulation system is designed to facilitate pedestrian access between residential areas and key neighborhood components **and to facilitate land use and development types consistent with the Center's vision.**



Implementing zones include (new text):

- MU-2 for those areas suitable and desirable for a mix of commercial and residential development.
- Residential zones for those areas currently developed with applicable residential uses.
- LI for those areas with legacy light industrial uses that are desirable to retain for employment purposes, but due to their location may in the long term be reconsidered for mixed-use or multifamily redevelopment as development trends change.

### *District Center*

District Centers are similar to Neighborhood Centers except they are larger in scale and contain more intensive residential and commercial activities. Size and composition of the Center vary depending upon location, access, neighborhood ~~context~~ character, local ~~desires~~, and market opportunities. District Centers are usually located at the intersection of principal arterial streets or major transit hubs. To enhance the pedestrian environment, plazas, green space, or a civic green serve as an integral element of the **District Center. Modest building height step-downs are integrated at the edge of mixed-use zones where adjacent to lower intensity residential zones.** Higher density housing is found both within and surrounding the District Center to help support business and transit. A circulation system, which facilitates pedestrian access between residential areas and the District Center, is provided. District Centers and downtown Spokane are linked by frequent transit service, walkways, and bikeways.

Implementing zones include (new text):

- MU-TOD for those areas within walking distance of existing or planned high-capacity transit stations.
- MU-1 for those areas suitable and desirable for a mix of commercial and residential development.
- MU-3 for those areas that function as a transition between low-intensity residential areas and mixed-use areas, which are also designated as Center and Corridor Transition.
- Residential zones for those areas currently developed with applicable residential

uses.

- LI for those areas with legacy light industrial uses that are desirable to retain for employment purposes, but due to their location may be reconsidered in the long term for mixed-use or multifamily redevelopment.

### *(remove designation)*

Discussion: The Employment Center designation is unnecessary, particularly as designated in the Land Use Plan Map. It can be eliminated. Where the existing 150' maximum building height is necessary to retain, apply that height with the MU-1 zone.

~~Employment Centers have the same mix of uses and general character features as Neighborhood and District Centers but also have a strong employment component. The employment component is expected to be largely non-service-related jobs incorporated into the Center or on land immediately adjacent to the Center. Employment Centers vary in size from thirty to fifty square blocks plus associated employment areas.~~

### *Corridor*

The Corridor concept focuses growth along transportation corridors, such as a major transit line. It is intended to allow improved transit service to daily activities. Housing and employment densities are increased along the Corridor to support frequent transit service and business. Usually, Corridors are no more than two blocks in depth along either side of the Corridor. Safe, attractive transit stops, and walking or bicycling ways are provided. A variety of housing types— including apartments, condominiums, townhouses, and houses on smaller lots—are located in close proximity to the Corridor. Important elements include multi-story buildings fronting on wide sidewalks with street trees, attractive landscaping, benches, and frequent transit stops **with roadway design and performance expectations compatible with the Corridor land use concept**. A full range of services are provided including grocery stores serving several neighborhoods, theaters, restaurants, drycleaners, hardware stores, and specialty shops.

Implementing zones include:

- MU-TOD for those areas within walking distance of existing or planned high-capacity transit stations.
- MU-1 for those areas suitable and desirable for a mix of commercial and

residential development.

- MU-3 for those areas that function as a transition between low-intensity residential areas and mixed-use areas, which are also designated as Center and Corridor Transition.
- Residential zones for those areas currently developed with applicable residential uses.
- LI or HI for those areas with legacy industrial uses that are desirable to retain for employment purposes, but due to their location may be reconsidered in the long term for mixed-use or multifamily redevelopment as development patterns and market demands shift.

### Center and Corridor Core

Discussion: Center and Corridor Core functions as the joint mapped designation that applies for all Centers and Corridors typologies. At first glance, it's somewhat confusing to add another term to the Centers and Corridors typology mix, However, it functions reasonably well as a parcel specific designation whereas the Centers and Corridors typologies are mapped in a conceptual overlay manner. No text changes to the existing description are necessary:

This designation allows commercial, office, and residential uses in designated Centers and Corridors. The type, intensity, and scale of uses allowed **and the type, scale, and character of streets** shall be consistent with the designated type of Center or Corridor. This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors.

Implementing zones include:

- MU-TOD for those areas within walking distance of existing or planned high-capacity transit stations.
- MU-1 for those other areas suitable and desirable for a mix of commercial and residential development and are within a designated District Center or Corridor.
- MU-2 for those other areas suitable and desirable for a mix of commercial and residential development and are within a designated Neighborhood Center.

## Center and Corridor Transition

Discussion: There are only a handful of such designations within the City, and they tend to be primarily single-family detached homes, some of which have been converted to businesses. Their location between Center and Corridor Core areas and low-density residential areas leads to the transitional “tag”. While eliminating this designation was considered (absorb applicable properties into the Center and Corridor Core designation), connecting these properties with the proposed MU-3 zone (updated version of the current CC4 zone) is a reasonable solution given the sizeable increase in height to the proposed MU-1 or MU-2 zone. Nevertheless, adding the MU-2 zone as an additional implementing zone is recommended to allow future opportunities to accommodate urban multifamily and mixed-use development within these areas.

These areas are intended to provide a transition of mixed uses (office, small retail, and multi-family residential) between the Center & Corridor Core designations and existing residential areas. Office and retail uses are required to have residential uses on the same site. ~~This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors, Center and Corridor Type 4.~~

Implementing zones include:

- MU-3 for areas characterized by detached low-rise residential development character but located between MU-1 or MU-2 zoned property and a low-density residential designation.
- MU-2 for those sites adjacent to a MU-1 or MU-2 zoned property and both suitable and desirable for development consistent with MU-2 zone provisions.

## Non-Center and Corridor Designations

There are a number of designations that are closely related to the Centers and Corridors designations and proposed implementing Mixed-Use zones. They warrant a close review followed by recommendations in support of the City's Center and Corridors strategy.

Below are a combination of recommendations and considerations that should be tied in with the larger comprehensive plan update:

- Combine and adjust Neighborhood Retail and Neighborhood Mini-Center Designations. These designations are largely identical, and both employ the same NR as the implementing zone. The policies for both restrict new such designations and prohibit the expansion of existing designations but allow for infill development. Similar to Centers and Corridors, policies promote uses oriented toward walking and rolling. At minimum, this study recommends considering the proposed MU-2 zone as an optional implementing zone (in addition to NR), provided the low end of the 55-75-foot height range is used.
- The Office designation and corresponding Office and Office Residential zones should be evaluated during the comprehensive plan update. Most of these designations and zones reside outside of current Center and Corridor boundaries. At minimum, consider approving the proposed MU-2 as implementing zones for Office designated properties, if the Office designation remains.
- The General Commercial designation covers a more extensive set of areas than the Centers and Corridors. These designations are largely located along arterial street corridors such as W Northwest Boulevard, E Sprague Avenue, N Market Street and N Division Street, and within larger commercial districts such as the South University District. The two key implementing zones are the GC and CB zones, which are largely identical, but have varying height limits. Consider the implications of allowing the proposed MU zones to be implementing zoning options for the GC designation to allow more flexibility to promote development that emphasizes the goals and policies of Centers and Corridors in larger areas of the City as desired.

## Mapping Centers and Corridors

Considerable project team discussions during this study revolved around mapping the Centers and Corridors. The Center and Corridor current typologies use large circles for District and Employment Centers (approximately 2,400 feet wide), smaller circles for Neighborhood Centers (approximately 1,600 feet wide), and oblong circles for the Corridors (approximately 800 feet wide). These circles and oblong circles were clearly intended to serve more as a conceptual purpose rather than function as site specific land use designations. But the framework has been a cause of some confusion as to the boundaries and application of Center and Corridor policies and implementing zoning provisions.



Figure 12. Key intersections provide the structural core of every center.

## Recommended Mapping Approach

This study's proposed updates to the Centers and Corridors land use designations, most notably the implementing zoning recommendations, help to solve perhaps the largest shortcoming of the current designation and mapping system. This includes retaining a conceptual overlay approach to the Center and Corridor typologies. This study, however, recommends changing how these typologies are delineated on the map to an intersection-based system rather than simple circles or oblong circles.



Figure 13. Example mapping application at Lincoln Heights District Center, Garland Neighborhood Center, and Holy Family Employment Center.

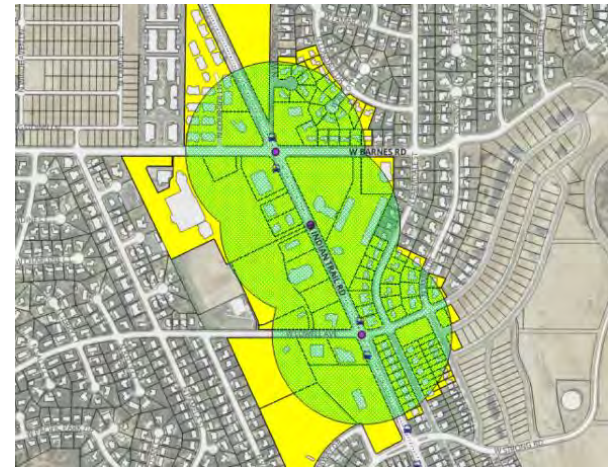
Unlike the existing system, which applies a circular boundary around a single center point, this approach would provide flexibility for the variety in shapes and sizes of



different centers. This approach also emphasizes the fundamental role of that street intersections play in creating centers and corridors, where the interaction of public rights of way and private land creates economic, social, and cultural opportunities. Important intersections are relatively easy to identify for each center based on traffic patterns, land values, existing infrastructure and development patterns.

We recommend drawing a one-eighth-mile conceptual buffer around street and other key intersection points for each Center. One-eighth mile is equivalent to one block length and two block widths in many parts of the city. Parcels that fall within this boundary would be within the applicable Center or Corridor land use designation. This approach recognizes the variability in both size and shape of centers while empowering planners to make reasonable judgments about application of appropriate designations and corresponding implementing zoning.

Any mapping approach will have some drawbacks. In this case, the one-eighth-mile buffer is appropriate and intuitive for parts of the city with a traditional street grid but will be somewhat more challenging to apply in newer centers, such as Indian Trail, with widely spaced intersections. In these cases, this study recommends treating major driveway entrances to shopping centers as key intersections.



*Figure 14. Indian Trail Neighborhood Center, with parcels falling within the one-eighth-mile buffer highlighted.*

## Regulatory Changes: A Policy Lens

Revisions to the policies, policy discussions and land use descriptions described earlier in this section point to a variety of regulatory changes, many of which are described in more detail in the proposed zoning changes.

### Housing Affordability

The City's Building Opportunity for Housing (BOH) project produced a recent set of zoning amendments adjusting lot size, parking, and intensity requirements to facilitate housing construction. This strategy aimed to reduce costs and barriers to new housing production, leading to improved affordability through increased housing supply.

In addition, the City's [Multifamily Tax-Exemption](#) (MFTE) program does provide tax exemptions to new multifamily developments that include units affordable to low and moderate income households. By increasing zoning capacity for multifamily housing through BOH the City expanded the potential use of the MFTE to encourage new affordable units. Similarly, increased zoning capacity in Center and Corridor areas increases the potential of MFTE to bolster affordability in walkable, amenity rich area.

Other possible approaches not yet part of the City's policy discussion could include mandatory inclusionary housing requirements, whereby density and/or other development capacity increases are coupled with a requirement that a percentage of new units meet certain affordability levels.

### Building Height

Increasing building height can offer attractive development incentives, but, once in place, it is difficult to roll back. If the City commits to the Centers and Corridors approach, targeted increases in building height limits can be effective. Revised height thresholds should account for the economics of high-rise construction (elevators, seismic design, and materials), the aesthetics and function of street-level floor-to-ceiling heights (adaptability to retail, residential, or office use), and the aesthetics and functions of rooftops (equipment, access, and stormwater treatment). The City should carefully consider targeting locations where increased building height will strategically contribute to the vitality of mixed-use districts. Increased building heights should be used with restraint, and primarily near the area of highest intensity within these Centers and Corridors.



## Floor Area Ratio

Full commitment to the Centers and Corridors approach may require the adoption of a minimum floor area ratio in the core areas of the Centers and Corridors, particularly in those locations served by BRT. New policy and zoning can underscore the need for more intensity within a quarter mile of these bus stations, requiring minimum bulk and intensity and reducing or eliminating off-street parking requirements. Coupled with maximum height restrictions, minimum FAR requirements can drive the highest levels of intensity in locations served by enhanced transit.

## Surface Commercial Parking

The current Centers and Corridors regulations allow some types of development that may be incompatible with the City's long-term goals for Center and Corridor areas. In some contexts, surface commercial parking may create a void in the urban fabric that acts as a detriment to the success of the area. In other contexts, surface commercial parking may be necessary for the success of nearby businesses. Regulatory tools that address both situations and the ability to apply them where appropriate is important for the success of the strategy.

## Historic Preservation

There are currently few protections against the demolition of historic buildings within the urban fabric of some historic Centers. Placing appropriate controls on demolition of historic structures in Centers and Corridors and standards that support adaptive re-use can help ensure historic structures support the development of a sense of place in centers, linking these areas past and its future.

## Transitions

An important element of the initial Centers and Corridors strategy was to minimize the impacts of increased height on adjoining residential areas. New mixed-use zoning will still need to respect this, but the scale and type of transitions may need to be managed a bit differently. The strict transition requirements have made it difficult to realize Center and Corridor potential, limiting the ability of smaller zone edge parcels to attain the development intensity necessary to support redevelopment. A new policy and zoning framework that changes the way Centers and Corridors are mapped, adjusts implementing zoning provisions, and adjusts the transition's specific height stepback

requirements to achieve an appropriate balance between Center and Corridor development capacity and compatibility.

### Internal Connectivity

In addition to street connectivity, providing good internal connectivity (pedestrian at a minimum, but ideally vehicular too) within the site and between sites (notably when lots are more than 120' deep) can be essential to create a truly pedestrian-friendly and dynamic Center. Design standards can address the frequency and design of such connections, and the design of development frontages facing those connections, to best ensure that those connections are inviting and contribute to the function of a Center.

### Block Frontages

The City's current system of Pedestrian Streets establishes an initial street typology framework based on more than just vehicular capacity. Standards and guidelines for designated Pedestrian Streets and undesignated streets address permitted parking lot locations, the location, orientation, and window transparency of buildings, curb cuts, and streetscape elements. New policy should emphasize refining current provisions for Pedestrian Streets and undesignated streets to enhance the character, function, and economic viability of Centers and Corridors, while accommodating strategic flexibility.

### Design Standards

Design standards tend to be more uniformly successful when they incorporate objective criteria, are implemented consistently, and serve a recognizable purpose. Recent State legislation will essentially require this. By clearly stating the importance of design in the success of a mixed-use center and the need to incorporate connectivity, create a pedestrian-friendly street environment, and establish identity, policy updates can support and guide the City's refinement of its design standards. These standards need not be an impediment to investment and development. Rather, they clarify what is appropriate in mixed-use areas, establish a template within which development can fit, and create a new set of expectations to shape individual projects and reinforce district identity.



*Figure 15. Conceptual rendering of development under updated zoning and design standards.*

# Zoning and Design Standards Recommendations

## Crafting a New Family of “Mixed-Use” Zones for Centers and Corridors

This study recommends replacing the existing Center and Corridor (CC) zones with a family of new “Mixed-Use” zones crafted to implement the proposed policy changes above. There are several reasons to make this change, including:

- A “mix of uses” is the obvious objective for these zones and the term is easy to understand.
- Such mixed-use zones could also apply to areas outside of designated Centers and Corridors, where the use and dimensional provisions match the conditions and aspirations for particular areas. While all of the existing commercial zones allow for residential uses, most of these areas look and function like commercial “zones”. But given the housing supply and affordability challenges faced by the city, the concept of these other zones evolving more into “mixed-use” places over time is an important subject. Simply including the name “mixed-use” in the zone name is a good start in communicating objectives and opportunities.
- The current CC zoning framework includes an awkward relationship between the CC typology land use designations, applicable zones, and development regulations (notably maximum building height). Also, development and local market trends have evolved considerably since the CC zoning provisions were established. This study and the larger comprehensive planning process provides an opportunity to overhaul the system with new zones crafted both to meet policy objectives and work in sync with development and market trends.

This concept starts with creating a base mixed-use zone (MU1) that applies broadly – allowing a wide mix of commercial uses, including modest-scaled light industrial, where all uses are conducted indoors. Regarding auto sales, it could make sense to permit modest scale uses, where most of the use and activity occurs within a building with minimum acreage devoted to outdoor car parking. It is recommended to continue allowing single-purpose residential uses outright.

## Specialization recommendations:

### *Use mix:*

- Develop a TOD-focused zone that emphasizes uses that help activate the pedestrian environment over auto-oriented and land consumptive uses.
- The smaller scale neighborhood-scaled mixed-use areas warrant some extra limitations on use types, including:
  - New retail floor area construction: Allow grocery stores with no more than 60,000 square feet of total floor area. Limit other retail uses to 20,000 square feet in total floor area.
  - Prohibit regional oriented uses that don't promote activity, like storage uses.
  - Prohibit light industrial uses, even those conducted entirely indoors.

### *Pedestrian Street designations:*

- Continue use of the current Pedestrian Street designations and standards but provide adjustments to the standards. Most notably:
  - Rename "Pedestrian Street" to "Storefront Street" to better describe the desired built form and land use.
  - Designating more streets, including adding a mechanism to integrate a minimum amount of storefront proportional to the size of large mixed-use zoned sites in conjunction with redevelopment.
  - Providing some strategic limitations on ground floor uses to ensure that such users contribute to the envisioned pedestrian-oriented character and activity.
  - Adjusting minimum façade transparency standards.
  - Adding strategic weather protection requirements.

### *Scale (Height) of MU zones.*

- Height can likely be handled simply by extensions to the MU zone that emphasize the maximum height. Ideally, there are only five different maximum heights.
  - 150 feet for TOD Mixed-Use Centers: This height allows the market to catch up and allow for unique developments or construction types (including mass timber).
  - 90 feet to allow for seven-story mixed-use buildings or six-story office or research buildings. This assumes an allowance for 20-foot concrete-framed



- ground floor and 10-foot, 6-inch floor-to-floor heights for wood-framed upper floors, with some built-in flexibility. Apply this to all CC zones that included 55-foot limits and were raised up to 70 feet in the interim housing code.
- 75 feet to allow for five-story mixed-use buildings. This allows for 20-foot ground floor and 10-foot, 6-inch upper floors with some extra flexibility. Apply this to all CC zones that included 40-foot limits and were raised up to 55 feet in the interim housing code.
  - 55 feet to allow for four-story mixed-use buildings and up to five-story residential buildings. This height is an important mid-way point between 40 and 75-foot thresholds and provides a good option for increasing the height allowances for those zones currently capped at 35 feet.
  - 40 feet to allow for three-story walkups, live-work units, or mixed-use buildings at a height limit that matches the newly adopted R1 zone. This would apply just to the smallest neighborhood commercial areas that reside in a low-density residential context (surrounded by the R1 zone).
  - Floor area ratio (FAR). Since the Interim Housing Ordinance steered sharply away from the FAR approach, future mixed-use zones should also employ a simplified approach that avoids maximum FAR along with the current incentive-based FAR-bonus systems.

### *Parking*

- The recent Parking Regulations for Housing effectively eliminated off-street parking requirements for housing in all Centers and Corridors. The South Logan Transit-Oriented Development Plan includes policies to remove minimum off-street parking requirements within the study area or within ¼ mile of BRT stations as a general approach. An MU-TOD zone should employ this same approach. Otherwise, the current off-street parking requirements for commercial uses in the CC zones are relatively minimal. Sticking with the current standards (at most) is recommended for the other mixed-use zones.



*Figure 16. Conceptual rendering of development in a MU zone adjacent to lower intensity residential zones.*

## Recommended Mixed-Use Zones

**MU-TOD** – The mixed-use zone that emphasizes transit-oriented development.

Create a mixed-use zone that emphasizes uses that support pedestrian activity over auto-oriented uses and land intensive uses. This applies to mixed-use areas around BRT stations close to Downtown, including South Logan Subarea, where new auto-oriented uses and land intensive uses, such as mini-storage, should be prohibited.

**MU-1** – The “base” mixed-use zone, which accommodates maximum use flexibility.

Create a base mixed-use zone that applies broadly and allows a wide range of commercial uses, including modest-scaled light industrial, where all uses are conducted indoors. Permit modest scale auto sales uses, where most of the use occurs within a building. Permit drive-through uses, except on streets where the block-frontage designation specifically disallows it, and apply strategic spacing requirements to avoid concentration of auto-oriented facilities. Continue to allow single-purpose residential uses outright.

MU1 concept should apply to all District Centers, Corridors and areas formerly designated as Employment Centers.

**MU-2** – The small neighborhood-scaled mixed-use zone

This is intended for existing Neighborhood Centers that warrant some commercial use size limitations. This also should be the destination zone for those areas currently zoned Neighborhood Retail. While that zone does not currently have floor area limitations for commercial uses, the location and purposes of the zone would be consistent with an approach having some limitations.

**MU-3** – The residential mixed-use zone

This study recommends replacing the current CC4 and NMU (which is codified but not mapped) zones with this zone. It allows residential, offices, and small-scale retail sales and service uses (up to 3,000 square feet in stand-alone form, but without a floor area cap when in mixed-use structures that feature residential units).

The detailed use and form recommendations for each of these zones are set forth below.



## Use Provisions

Table 1 below documents the current CC zone use permissions and adds proposed Mixed-Use (MU) zones and corresponding use permissions. The right column adds commentary on the suggested approach and provides some specific conditions.

**Table 1. Current and proposed use permissions.** Table key: P = permitted; L = permitted with limitations; N = not permitted; For footnote letters and numbers, refer to applicable notes in the right column.

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
Residential	P	P	P	P	P	P	P	<p>Continue the approach of maximum flexibility to accommodate single purpose residential uses in these zones. Use the suggested block frontage provisions to limit ground floor residential uses on existing/planned “storefront” blocks.</p> <p>ALSO: Recommend prohibiting “new” detached single-unit residential uses in the MU-TOD zone and perhaps in the MU-1 and 2 zones.</p>
Commercial, financial, retail, services	P <sub>x</sub>	P <sub>x</sub>	L <sub>1</sub>	P	P	P <sub>y</sub>	P <sub>z</sub>	<p>For MU-TOD and MU-1, no area limitations are recommended on such uses. Recommended limitations for the construction of new uses in the MU-2 and MU-3 zones as reflected below.</p> <p><sub>y</sub> Grocery stores are limited to 60,000sf and other uses are limited to 20,000sf.</p> <p><sub>z</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units.</p> <p>Existing CC zone use conditions not proposed for new MU zones:</p> <p><sub>x</sub> Use limited to 40,000sf for designated Neighborhood Centers in the Comprehensive Plan.</p> <p><sub>L1</sub> Residential uses are required to be mixed on the same parcel as proposed office &amp; retail uses. Nonresidential uses are limited to 3,000sf/parcel. In Neighborhood Centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within 60’ of a single-family and two-family residential zone or further than</p>

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
								300' (Neighborhood Center only) from a CC core comprehensive plan designation.
Eating & drinking establishments	P <sub>x</sub>	P <sub>x</sub>	N	P	P	P <sub>x</sub>	P <sub>y</sub>	Remove the 5,000sf limitation in the base Mixed-Use zone, but keep it in the MU2, and reduce to 3,000sf in the MU3. <sub>x</sub> Limited to 5,000sf (in Neighborhood Centers for existing CC zones). <sub>y</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units.
Restaurants without cocktail lounges	P	P	L1	P	P	P	P <sub>x</sub>	<sub>x</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units. Existing CC zone use condition not proposed for new MU zones: <sub>L1</sub> Residential uses are required to be mixed on the same parcel as proposed office & retail uses. Nonresidential uses are limited to 3,000sf/parcel. In Neighborhood Centers, nonresidential uses are only allowed on parcels with frontage on an arterial street.
Professional & medical offices	P	P	L1	P	P	P	P <sub>x</sub>	<sub>x</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units. Existing CC zone use condition not proposed for new MU zones: <sub>L1</sub> Residential uses are required to be mixed on the same parcel as proposed office & retail uses. Nonresidential uses are limited to 3,000sf/parcel. In Neighborhood Centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within 60' of a single-family and two-family residential zone or further than 300' (Neighborhood Center only) from a CC core comprehensive plan designation.
Entertainment	P	P	N	P	P	P	N	Retain current approach – with entertainment banned only in the smallest Neighborhood Center areas (MU3)

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
Limited industrial (if entirely within a building)	P <sub>x</sub>	P <sub>x</sub>	N	P <sub>x</sub>	P <sub>x</sub>	P <sub>x</sub>	N	Retain current approach. x Limited to 20,000gsf.
Drive through businesses	P <sub>x</sub>	P <sub>x</sub>	P <sub>x</sub>	N	P <sub>x,y</sub>	P <sub>x,y</sub>	N	Recommend prohibiting them entirely in TOD areas but continuing current approach elsewhere (except MU-3). x Prohibited on designated storefront/pedestrian streets and TOD overlay areas. y Limited to one drive through lane and cannot be placed within 300 ft of another drive through.
Motor vehicle sales, rental, repair, or washing	N	P	N	N	P <sub>x</sub>	P <sub>x,y</sub>	N	Recommend allowing these in MU1 and MU2 if they are conducted entirely indoors, with some size limitations in the MU2. x Use must be conducted entirely indoors (Outdoor display, storage, or use of industrial equipment, such as tools, equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited). y Limited to 20,000gsf
Gasoline sales	P <sub>x</sub>	P	P <sub>x</sub>	N	P <sub>y</sub>	P <sub>x,y</sub>	N	Suggest an approach similar to drive-through businesses noted above. Retain the current six pump limitation in the MU2. x Limited to six pumps in CC1, MU2 and CC4. y Prohibited on designated storefront streets and TOD overlay areas.
Self-storage	N	P	N	N	P <sub>x</sub>	N	N	Retain the current approach but note prohibitions on storefront streets and TOD overlay areas. x Prohibited on designated storefront streets and TOD overlay areas
Winery and Microbreweries	P	P	N	P	P	P	N	Retain the same approach here. Microbreweries are likely too much for the smallest corner store/cross roads in a Neighborhood Center.
Commercial Parking Lot	P	P	N	P <sub>x</sub>	P <sub>y</sub>	P <sub>y</sub>	N	Recommend renaming to Commercial Parking and differentiate

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
								between surface and structured parking. x Surface commercial parking lots are prohibited. y Surface commercial parking should not cause the total amount of parking on properties within a 500 ft radius to exceed 4 stalls per 1,000 sq ft of commercial floor area.

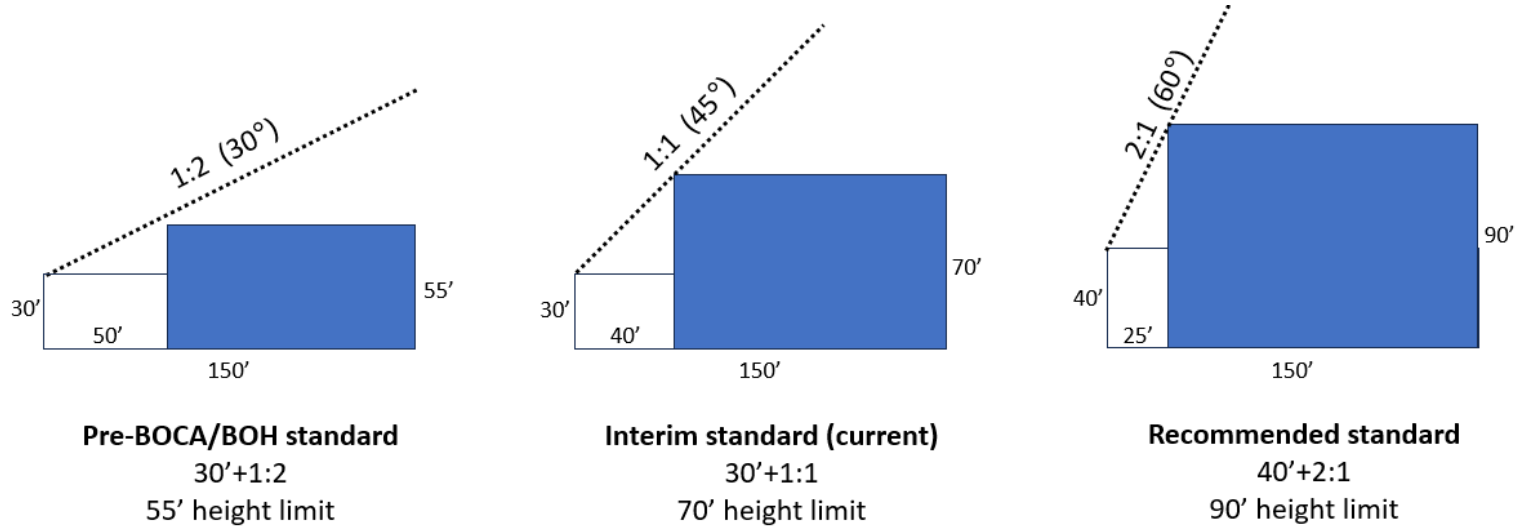
## Dimensional Standards

**Table 2. Current and proposed dimensional standards.** Note: The black underlined standards reflect those of the interim housing regulations.

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
<b>HEIGHT – based on center designation type (feet)</b>								
General				90-150 <sub>x</sub>	75-150 <sub>x</sub>	55-75 <sub>x</sub>	40	X Zone provides for variable height limits within the range as specified on the Zoning Map. This includes: <ul style="list-style-type: none"> <li>• 150' for those areas currently designated as Employment Centers and other current zones that allow 150'.</li> <li>• 90' for those areas currently designated as District Centers.</li> <li>• 75' for those areas currently designated as Neighborhood Centers.</li> <li>• 55' for those areas currently designated as Neighborhood Retail, Neighborhood Mini-Center, and Office. _____</li> </ul>
Neighborhood Center	40 <u>55</u>	40 <u>55</u>	40 <u>55</u>	These designations would no longer impact MU zone height standards				
District Center	55 <u>70</u>	55 <u>70</u>	40 <u>55</u>					
Employment Center	150	150	70					

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
Building Height Transition Requirement	For all development within 150' of any single-family or two-family residential zone, height limit starts at 30' at the residential zone boundary and additional building height is added at a ratio of 1' vertical to 2' horizontal. <u>The interim housing ordinance revised the ratio of 1:1.</u>			For development on properties adjacent to lower intensity residential zones, height limit starts at 40' at the residential zone boundary and additional building height is added at a ratio of 2:1.				Recommend adjusting the standard to start at 40" and then go up at the 2:1 ratio.

Comparing Height Transition Requirements



FLOOR AREA RATIO (FAR)								
Minimum FAR	None 1.0 <sub>x</sub>	None 1.0 <sub>x</sub>	None 0.5 <sub>x</sub>	1.0 <sub>y</sub>	None	None	None	Retain the 1.0 minimum FAR only in the MU-TOD zone and apply to all development types except civic/public

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
								<p>uses. Suggest exempting small lot development from this standard.</p> <p>x Applies only to development where a minimum of 50% of the floor area is residential.</p> <p>y Development on lots under 20,000sf are exempt</p>
Maximum basic allowable FAR by use								
Non-residential	0.5	0.2	x None	None	None	None	None	<p>Avoid FAR limitations, similar to most recent zoning ordinance changes.</p> <p>x In the CC4 zone the FAR for all nonresidential uses may not be greater than the FAR for the residential uses located on the same parcel. Nonresidential uses are limited to a maximum of three thousand square feet per parcel.</p> <p>y Applies only to development where a minimum of 50% of the floor area is residential.</p>
Residential	1.0 <u>None</u>	0.5 <u>None</u>	1.0 <u>None</u>	None	None	None	None	
Combined	1.5 <u>None</u> <sub>y</sub>	0.7 <u>None</u> <sub>y</sub>	1.0 <u>None</u> <sub>y</sub>	None	None	None	None	
Maximum FAR by use with public amenities								
Non-residential	1.0	0.8	None	None	None	None	None	
Residential	2.0 <u>None</u>	1.5 <u>None</u>	1.5 <u>None</u>	None	None	None	None	
Combined	3.0 <u>None</u> <sub>y</sub>	2.3 <u>None</u> <sub>y</sub>	1.5 <u>None</u> <sub>y</sub>	None	None	None	None	
<b>SETBACKS (minimum feet)</b>								
Street lot line	0	0	x	0 <sub>y</sub>	0 <sub>y</sub>	0 <sub>y</sub>	0 <sub>y</sub>	<p>Suggest pointing to proposed block frontage standards, which emphasize that the form (possibly the use too) dictates the minimum setback.</p> <p>x When abutting RSF and RTF zoned lots, the minimum structure setback from street lot line is the same as the abutting residential zoning district for the first 60 ft. from the boundary of the abutting residential</p>

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
								zoning district. γ Buildings are subject to block frontage standards as set forth in Table 5.
Setbacks from Curb/Sidewalk Width	12	12	12	12 <sub>γ</sub>	12 <sub>γ</sub>	12 <sub>γ</sub>	12	Continue current standard until more specific streetscape standards can be developed. The footnote allows for limited cantilevering out to or close to the ROW edge. γ The upper floors may cantilever out to the ROW edge, up to a maximum of 4'.
R1 and R2 zoned lots (adjacent to)	10	10	10	5	5	5	5	Use a basic 5', as the building height transition requirement addresses the biggest compatibility component between these two zones.
Interior lot line	0	0	0	0	0	0	5	For MU-3, the setback should be consistent to the permanent changes associated with the interim housing ordinance (it's currently 5').
CC, O, NR or similar zones	0'	0'	0'					
Front lot line	10'	10'	10'					Correct this. It should be same as street lot line.
<b>LANDSCAPING (minimum width in feet)</b>								
Street trees and planting strips	5' between curb and sidewalk in all CC zones with 25-30' spacing depending on form						Good base standard.	
Adjacent to a street	5' of L2 planting						Doesn't apply for zero setback buildings	
Interior property lines	5' of planting strip						Doesn't apply for zero setback buildings or where parking is adjacent to another parking lot; Doesn't specify what type of landscaping; Recommend allowing options for shared open space, pathways, access drives, or parking facilities along property line.	
Interior property lines adjacent to	8' of L1 planting strip, except 8' of L2 planting strip for RHD zone						Code allows director discretion to waive or reduce this and the above requirement based on: No useable space for landscaping exists between the proposed new	



Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
residentially zoned property								<p>structure and existing structures on adjoining lots or alleys because of inadequate sunlight or inadequate width. Three other options exist, but this is the most notable.</p> <p>This study agrees that some flexibility here is important, but the current factors (criteria) used by the director to make those decisions have room for improvement. For example, the 8' planter strip requirement typically equates to a minimum 8' building setback, but that doesn't appear to be the case here based on one of the factors. Also, xeriscape landscaping may be desirable, but it appears that it could be provided elsewhere on the site.</p> <p>Consider modifying the criteria to consider onsite topography, building heights, setbacks and disposition, fence design, and landscaping characteristics.</p>

## Parking Standards

**Table 3: Parking Standards and Comments.** Note: The underlined text indicates 2023 Building Opportunity for Housing interim housing regulations and proposed regulations. ~~Strikethrough~~ text indicates expired elements of 2022 Building Opportunity and Choices for All interim standards.

Standard		Existing Zones				Proposed Zones MU-TOC, MU-1, MU-2, MU-3	Comments
		CC1	CC2	CC3	CC4		
Minimum Parking: Residential	All	<u>1 per 1,000 gross sq. ft. or 1 per dwelling unit plus one per bedroom after 3 bedrooms</u>		<u>1 per 1,000 gross sq. ft. or 1 per dwelling unit, whichever is less</u>		None	Preferred direction is no required parking for MU zones. This will support adaptive re-use and rehabilitation of existing structures, new business formation, and property development.
	0-30 units	<del>None</del>					
	31-40 units	<del>0.2 per unit</del>					
	41-50 units	<del>0.25 per unit</del>					
	51+ units	<del>0.31 per unit</del>					
Minimum Parking: Non-residential		<u>1 per 1,000 gross sq. ft.</u>		<u>1 per 1,000 gross sq. ft. 2 per 1,000 gross sq. ft.</u>			
Maximum parking: all uses		<u>4 per 1,000 gross sq. ft</u>				4 per 1,000 gross sq. ft	This matches the parking maximum policy in the draft SLTOD plan.

## Block Size and Connectivity Standards

This study recommends applying reduced block size and enhanced connectivity standards for large lot development (including redevelopment). The proposed concept is dynamic in form, allowing some flexibility for traditional blocks bound by public streets, provided blocks are divided by through-block connections. This idea is important for improving connectivity and repurposing former large commercial areas such as shopping malls that may need improved connectivity. This may be easier to achieve when there is aggregated ownership, but the City should look for tools, such as master plans or development agreements, that can allow for improved block size and connectivity standards. Such through-block connections may be a combination of vehicular and pedestrian routes that are privately owned and maintained within a public access easement. For context, here are some typical block sizes for selected Centers:

- Cannon and Maxwell: 330 feet by 280 feet.
- Garland 612 feet by 280 feet (longest block)
- Shadle: 680 feet by 280 feet (blocks on north side of Wellesley Avenue). Note that the Shadle Shopping Center property is more than 1,500 feet long.
- Holy Family: 615 feet by 280 feet (blocks surrounding the hospital)
- Manito: 514 feet by 260 feet (probably the most average sized lot, as the lot sizes in the area are quite variable).
- Lincoln Heights: 600 feet by 280 feet.
- South Perry: 630 feet by 280 feet.

Downtown Spokane blocks, however, are typically around 300 feet long. The 200-300-foot range in blocks is ideal for creating a connected pedestrian environment that helps to reduce the distance between destinations.

Those Centers and Corridors that were developed prior to World War II already have smaller block sizes along with a small lot development pattern. Those Centers and Corridors that could benefit from reduced block size and enhanced connectivity standards are those that were developed after World War II. Most of these include superblock shopping center sites with 600-1,500 long blocks that are often just as wide.

Urban forms of development that feature reduced or structured forms of parking equate to much smaller block sizes in the 200-300-foot range. While breaking up such superblock



*Figure 17. The Lincoln Nevada Neighborhood Center site (vacant property upper center in image) is poorly connected to adjacent residential uses due to the inward facing design of each residential development. The intent of providing stronger connectivity standards is to prevent disconnected development patterns like this, particularly in Centers and Corridors.*

sites with public streets at such intervals is one attractive option, integrating options for larger blocks, provided they integrate through-block connections, accommodates much needed flexibility.

**Proposal: Maximum block length standards.**

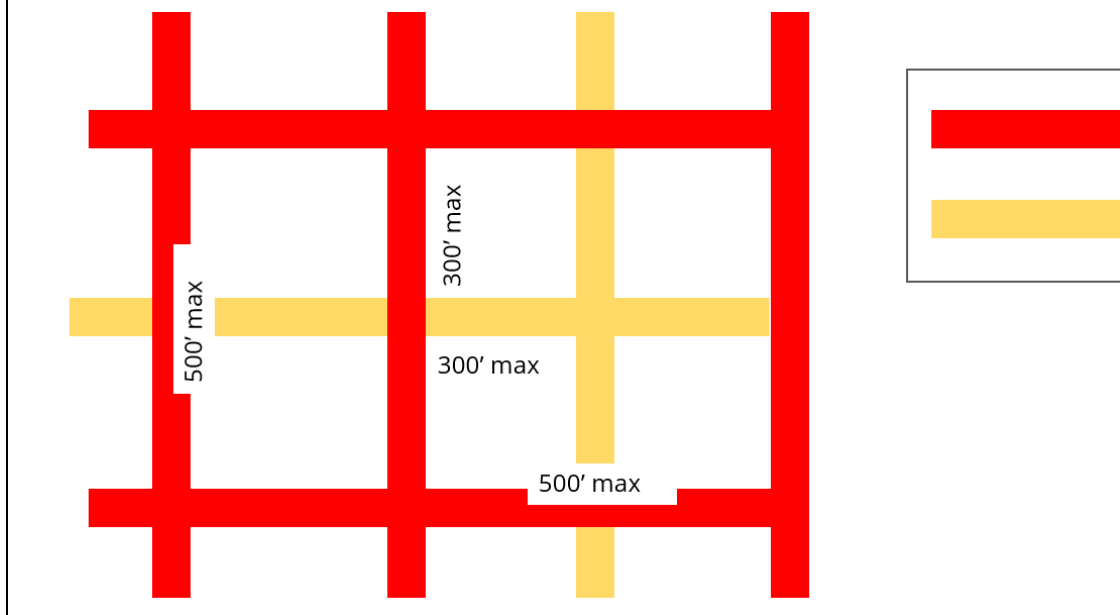
These standards would apply to new large-lot development (sites with blocks more than 300 feet long) or major redevelopment activity on such sites.

**Table 4: Maximum block length standards.**

Zone	Maximum block face length		Maximum block (bound by public streets) perimeter length
	Between public streets and TBC's or between TBC's	Between public streets	
Any MU zone	300'	500'	2,000'



Example street/through-block connection network in the MU zone



The concept would require some exceptions to account for topography or other physical constraints (such as a large school or park on adjacent sites or an active railroad line).

Wider blocks between streets and through-block connections might better match the surrounding context or line up better with current arterial traffic signals. Furthermore, some flexibility might be granted for special permitted uses that require larger block sites or integrate special community amenities.

**Proposal: Through-block connection standards.**

Through-block connections may include private streets, shared pedestrian and vehicular access routes, and other walking and rolling routes. Such connections are encouraged to be integrated into the design of developments to comply with the proposed maximum block size standards and enhance pedestrian circulation in the area, while also providing an option for vehicular access to on-site parking, functioning as a design amenity to new development, and breaking up the massing of buildings on long blocks. Specific regulation suggestions for through-block connections:

- A. Public access easement. Where a through-block connection is necessary to meet the maximum block size standards, such connections shall be provided within a public access easement.
- B. Alignment. Specific alignments for the through-block connections will be developed during the development review process for applicable sites.
- C. Accessibility. Through-block connections must be physically accessible to the public at all times and built to meet all ADA standards, in terms of materials, slope, widths. And other related standards. Connections may take a variety of forms, depending on the block size and use mix.
- D. Alternative designs. Adjustments to the through-block connection regulations may be approved by the City provided the design:
  - 1. Creates a safe and welcoming pedestrian-route.
  - 2. Provides an effective transition between the shared lane or path and adjacent uses (e.g., enhances privacy to any adjacent ground-level residential units).
  - 3. Functions as a design amenity to the development.
- E. Cantilever design. Buildings may project or cantilever into minimum required easement areas on building levels above the connection for up to a maximum of 100



*Figure 19. A through-block connection featuring a cantilevered building extending over a portion of the connection.*



feet in length, provided a 13-foot, six-inch vertical clearance is maintained, and all other regulations are met.

- F. Through-block connection types. Unless otherwise noted, required through-block connections may take any of the following forms set forth herein. A combination of designs set forth above may be used for each connection.
  - 1. Private street.
    - a. Applicability: The private street option may apply to any through-block connection.
    - b. Design: Private streets shall meet City's Public Works Standards.
  - 2. Alley design.
    - a. Applicability: The traditional alley design option may apply to any through-block connection.
    - b. Design: Alleys shall meet City's Public Works Standards.
  - 3. Shared-Street or "Woonerf" design.
    - a. Applicability: The "woonerf" – or shared multi-modal lane, mixing people walking, bicycling, and rolling with vehicles as guests - may apply to any through-block connection.
    - b. 32-foot minimum public access easement.
    - c. 20-foot-wide two-way shared travel lane.
    - d. Landscape planters with a mixture of trees, shrubs, and ground cover must be integrated on at least one side of the shared-lane.
    - e. Apply those same proposed ground level/façade block frontage standards above that apply to undesignated streets.
  - 4. Landscaped passageway design.
    - a. Applicability: Optional design when vehicular access to the site is provided elsewhere on the site.
    - b. 30-foot minimum public access easement.
    - c. Eight-foot minimum walking path in commercial, multifamily, and civic contexts and five feet minimum in single unit and duplex subdivisions.
    - d. Six-foot minimum landscaping strips (with a mixture of trees, shrubs, and ground cover) on each side of the walking path.
    - e. Apply those same proposed ground level/façade block frontage standards above that apply to undesignated streets.

- f. Apply lighting standards to support visibility in the narrower passageways.
5. Urban passage design.
- a. Applicability: Optional design for commercial or mixed-use areas when vehicular access to the site is provided elsewhere on the site and active ground level uses are provided along frontages.
  - b. Twelve-foot minimum public access easement.
  - c. Apply those same proposed ground level/façade block frontage standards above that apply to undesignated streets.

## Block Frontage Standards Recommendations

Table 5 below illustrates suggested changes to the current standards that apply to Pedestrian designated streets plus changes that apply to other non-designated streets.

**Table 5: Suggested changes to Pedestrian Streets and undesignated street standards.** Additions are underlined and deletions are ~~struck~~.

Topic	Standard	Comments and Recommendations
<b>PEDESTRIAN STREETS (SUGGEST CHANGING THE NAME TO "STOREFRONT STREETS")</b>		
<u>Application of new Pedestrian Street designations</u>	Legislative process (similar to a code or map amendment).	Consider designating new streets as part of the Comprehensive Plan update process or through future subarea planning efforts.  Recommend applying a minimum length of designated Pedestrian Street on MU-zoned sites in conjunction with large site redevelopment (over 2 acres). The minimum length of onsite Pedestrian Street designation must be equivalent to 33% of the lot's arterial street frontage. The designation may be located anywhere on the site, provided it's within 1/8 mile of a transit stop.
<u>Permitted ground level uses fronting a Pedestrian Street</u>	<u>All ground level uses allowed in the applicable zone, except:</u> <ul style="list-style-type: none"> <li><u>Motor vehicle sales, rental, repair, or washing, gasoline sales, and self-storage</u></li> </ul> <u>For residential uses, only lobbies and common areas are permitted</u>	Considering that Pedestrian Streets should be carefully selected, there should be a prohibition on uses that are not helpful in terms of streetscape activation. Ground level dwelling units built up to the sidewalk edge are more often harmful to the streetscape due to the permanently closed blinds look. Such units are typically the least livable units in a building due to privacy challenges and lack of solar access as a result of the closed blinds. Allow apartment building lobbies, common areas and other shared amenities to provide a good compromise option that's worked reasonably well elsewhere.
Building entrances	The primary entrance to the building shall be visible from and fronting on a Pedestrian Street.	Yes, clear enough.
Maximum setback	Along Pedestrian Streets, buildings shall be placed at the back of the required sidewalk (see Setbacks section of Land Use Code for <u>Mixed-Use zones Centers and Corridors</u> ) <u>or adjacent to a pedestrian oriented space (term to be defined, functions like a plaza) that fronts onto the street, except for a setback up to 10 ft. for the purpose of providing a publicly accessible "plaza," "courtyard," or recessed entrance.</u>	Remove limits on width of a plaza space. Use the term Pedestrian-Oriented Space and define it.



Topic	Standard	Comments and Recommendations
Façade transparency	<p><u>A minimum of 60% of the ground floor transparency zone (area between 2-10 vertical feet above the sidewalk level) shall be comprised of windows with clear, “vision” glass allowing views into the interior. Display windows may be used to meet half of this requirement provided they are at least 16” deep and not simply attached to the façade.</u></p>	<p>This draws from some of the transparency standards for buildings along arterial streets in Centers and Corridor zones (not specifically called out for Pedestrian Streets) but makes adjustments to clarify the transparency zones and adds a protection for display windows.</p>
<u>Weather protection</u>	<p><u>Required weather protection may be accommodated in two ways:</u></p> <ul style="list-style-type: none"> <li>• <u>At least 3’ deep along at least 50% of the building’s façade; and/or</u></li> <li>• <u>Recessed building entrances featuring weather protection at least 3’ deep along the width of the building entrance.</u></li> </ul>	<p>Most pre-war storefront buildings use the second option, but it makes sense to offer both and stick to the same width. 6’ wide canopies are desirable for larger buildings (in terms of proportion) and allow a couple to walk underneath out of the rain. But given the historic pattern in Spokane and the more limited rainfall, the 3’ standard is appropriate for designated Storefront Streets.</p>
Ground level details	<p><del>Façades of commercial, residential, and mixed-use buildings that face Pedestrian Streets</del> shall be designed to be pedestrian- friendly through the inclusion of at least three of the following elements:</p>	<p>While there might be consideration of requiring such details on more than just storefront buildings, including a prescriptive list, and requiring three options is a reasonable approach. Since the above proposal addresses ground level uses, there’s no need to clarify uses here.</p>
Parking lot location	<p>Parking lots shall not be located between a building and a Pedestrian Street.</p>	<p>This concept allows parking to be located along the street frontage provided it’s to the side of a building. Simply prohibiting any surface or structured parking adjacent to a Pedestrian Street is ideal, but given the large range of contexts, it makes sense to stick with the current approach. Also, the curb cut prohibition below makes it quite difficult to place any parking lots adjacent to a Pedestrian Street.</p>
Curb cuts	<p>Curb cuts shall not be located along a designated Pedestrian Street.</p>	<p>No changes suggested.</p>
Streetscape elements	<p>Publicly-usable site furnishings such as benches, tables, bike racks and other pedestrian amenities shall be provided at building entrances, plazas, open spaces, and/or other pedestrian areas for all buildings larger than 10,000 sf. Buildings less than this size are encouraged to include such amenities. Specific types of site furnishings shall be approved by the City</p>	<p>The threshold makes sense for requiring some integrated amenities, but the situation likely requires a more clear and measurable standard/options.</p>

Topic	Standard	Comments and Recommendations
Pedestrian-oriented sign	Signs shall be oriented to pedestrians, rather than people in vehicles.	This should be updated to be much more specific and measurable.
Sign integration with architecture	The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with a future recommended overall sign program that allows for advertising which fits with the architectural character, proportions, and details of the development. When developed, a future sign program shall indicate location, size, and general design.	The concept is good. Further collaboration with design review staff is warranted to determine whether this language is working well or needs adjustments.
<del>Creative graphic sign design</del>	<del>Various "guidelines" encouraging signs highly graphic in form, expressive, and individualized.</del>	Good, except such encouraged components may no longer be appropriate in objective standards integrated into SMC.
<del>Unique landmark signs</del>	<del>New landmark signs should correspond to the location, setting and type of businesses, and shall be approved by the Planning Director.</del>	Good – but very challenging language if we’re trying to be objective. Perhaps this can be addressed in approach to design departures/alternative compliance provisions.
Ground signs	<del>Pole signs shall be prohibited. All freestanding signs shall be prohibited. Ground signs no higher than 5 feet total. The base of any ground sign shall be planted with shrubs and seasonal flowers.</del>	With buildings built up to the sidewalk edge, it’s best to simply locate signage on the buildings in these contexts.
<b>OTHER STREETS (UNDESIGNATED)</b>		
Buildings along street	New development shall not have parking between buildings and the street and at least 30% of the frontage of the site shall consist of building facades.	Retaining the current block frontage approach for undesignated streets is the first recommendation. It provides plenty of flexibility while ensuring that some buildings are located close to the street. One other component of the current approach that works is that the building standards increase as buildings get closer to the street. See related suggestions and comments on that issue below.  Two alternative approaches were considered but not chosen:  1) Eliminate this standard to simplify the code and provide more flexibility. This would only work if the City was very aggressive in designating Pedestrian Streets. But ultimately it provides too much flexibility in design (by allowing more parking along street fronts).  2) Create a more dynamic system of block frontages with three or more designations (one for Storefronts, one for flexible design, and something in between). The challenge for Spokane

Topic	Standard	Comments and Recommendations
		<p>is that it requires mapping all applicable streets in the Centers and Corridors with one of the three or more designations. That complexity likely renders that option untenable.</p>
Buildings along intersection corners	Buildings shall hold the street corner, although setbacks that accommodate plazas, seating areas, landscaping, clear view triangles (for traffic safety) and prominent entrances are acceptable.	Keep this – at least in concept. Other standards cover the details.
Façade transparency	<p>For commercial or mixed-use building facades <del>visible and within 1020 feet of a an arterial or pedestrian-street (front property line)</del>, a minimum of 50% of the ground floor <u>transparency zone (area between 2-10 vertical feet above the sidewalk level)</u> shall be comprised of windows with clear, “vision” glass allowing views into the interior. <del>Display windows may be used to meet half of this requirement.</del></p>	Apply the 50% standard just to buildings within 10’ of the street. The transparency zone details will assist in measuring. Delete the display windows for anything other than storefronts directly adjacent to sidewalks.
	<p>For commercial or mixed-use building facades visible and located within 60 feet of <del>a street an arterial or pedestrian street</del>, a minimum of 30% of the ground floor <u>transparency zone (area between 2-10 vertical feet above the sidewalk level)</u> shall be comprised of windows with clear, “vision” glass allowing views into the interior. <del>Display windows may be used to meet half of this requirement.</del></p>	Keep this standard intact, with some similar adjustments as made above.
	For other commercial or mixed-use buildings and all residential buildings, a minimum of 15% of any ground floor façade that is visible from and fronting on any abutting street shall be comprised of windows with clear, “vision” glass allowing views into the interior.	Agree with the 15% rule for “other” building facades.
	<u>For residential uses, a minimum of 15% of the entire building façade* that is visible from and fronting on any abutting street shall be comprised of windows.</u>	Need a standard for the entire residential façade – similar to what will be required in residential zones under the interim housing ordinance.
<u>Building entrances</u>	<u>For building facades located within 60 feet of a street, the primary entrance to the building shall face the street or be within 45-degree angle of a</u>	This wasn’t addressed for non-designated streets.

Topic	Standard	Comments and Recommendations
	<u>street frontage.</u>	
<u>Weather protection</u>	<u>Weather protection at least 3' deep is required over all business, public, and private residential building entries.</u>	A simple but necessary standard for livability and building integrity.
Curb cut limitations	A curb cut for a nonresidential use should not exceed 30 feet for combined entry/exits. Driveway width where the sidewalk crosses the driveway should not exceed 24 feet in width.	No changes here unless design review and engineering have experienced problems with these standards.
Drive-through lanes	Any lanes serving drive-through businesses shall not be located between the building and any adjacent street.	Keep



Figure 20. Concept rendering of redevelopment featuring “storefront street” (left) and “other streets” (right) block frontage treatments.

## Other Updated Design Standards Concept

In addition to the block size and connectivity and block frontage standards noted above, below are recommended updates to the existing Centers and Corridors Design Standards and Guidelines:

- Updated standards should be codified and integrated within the Spokane Municipal Code, rather than the current freestanding, adopted-by-reference form. By moving these standards into the code, they can be more integrated with other zoning provisions and easier to access.
- Pursuant to Washington House Bill 1293 involving design review, the existing design “standards and guidelines” should be updated to only include clear and objective development regulations. This means that the provisions should emphasize prescriptive and measurable standards over vague guidelines that are more challenging to interpret.
- Retain but modify options for alternative compliance. Design provisions in the code and in the Centers and Corridors Design Standards and Guidelines include a complex web of provisions that allow flexibility in how designs comply with guidelines. While HB 1293 effectively bans the use of guidelines, it does not specifically prohibit options for alternative compliance designs for clear and objective standards. Thus, when updating current provisions to such clear and objective standards, options to allow for alternative designs should be strategically integrated, provided they meet the defined purpose for particular standards and any special compliance alternative criteria associated with a particular standard. This approach integrates some much-needed flexibility to objective design standards.
- While all sections warrant a full review and update, these sections need special attention:
  - Service element siting and design warrants a comprehensive update given evolving best practices, particularly for urban development forms that feature structured parking.
  - The section Transition between Commercial and Residential Development should be eliminated, as these current provisions don’t qualify as objective design standards. However, the separate building height transition requirement between higher intensity Mixed-Use zones and lower intensity

residential zones should be retained but refined as provided for in the Interim Housing Ordinance.

- Materials section also warrants a full update given evolving construction practices.
- Massing section also warrants a full update given evolving construction practices. Integrate standards that allow choices in how designers can further articulate the building massing and architectural expression as a means to provide for secondary scales and patterns that are smaller than the entire façade.
- Seek ways to provide standards for encouraging integration of public art, universal design and greenery, such as climbing trellises, to meet design element requirements.

# Market Analysis & Development Feasibility Report

**Date** December 2023  
**To** City of Spokane, MAKERS architecture and urban design, and SCJ Alliance  
**From** Brian Vanneman and David Fiske, Leland Consulting Group

## Introduction

The City of Spokane has engaged a consultant team to undertake an analysis of Spokane’s Centers & Corridors, which are a focused growth land use policy and zoning approach in the City of Spokane. The consultant team is led by MAKERS architecture and urban design and includes Leland Consulting Group (LCG) and SCJ Alliance. In the interest of brevity, the term “Centers” is used in this report in most cases to refer to both Centers and Corridors.

This market analysis is one component of the [Spokane Centers & Corridors Update Study](#). The purpose of this market analysis is to document:

- Conditions that are likely to affect development in Spokane’s Centers.
- The history of development in Spokane’s Centers, in order to provide a baseline for understanding likely outcomes in the future.
- The types of development that are called for by City policies (e.g., higher-density, compact, mixed-use development) and likely to be feasible in Centers in the future.
- Which Centers are most likely to be able to meet the City’s development goals.
- Some of the that the City could take in order to encourage additional compact, higher-density, mixed-use development in the future.

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## Executive Summary

- The goals in the City’s existing Comprehensive Plan provide a context against which past and future development in Centers can be assessed. The goals call for development in Centers that is higher density; efficient, cost-effective, and compact; mixed-use (i.e., including residential, office/employment, retail, and other uses); and pedestrian-oriented, among other goals.
- Nationwide, industrial, multifamily, and single-family development are expected to be the development types that developers see as most feasible to build, followed by hotels. The development prospects for office and retail development are poor in most cases. In the next few years, however, high interest rates are likely to limit development of all types.
- The amount of development in Centers is in part determined by the amount of development regionwide and citywide. Spokane has desirable attributes—as a midsize, growing, western, and comparatively affordable metro area—but it also has a less robust economy and growth outlook compared to some other western metros.
- Most development in Centers is built within a series of prototypes. A key input that influences developers’ decision about what to build is driven is the amount of the amount of rent they can earn for residential or commercial space. The prototypes that are most likely to be built going forward in Centers are 1) commercial renovation/adaptive reuse; 2) wood frame or garden apartments; and 3) mid-rise, mixed-use, or podium apartment development. Types 1 and 2 have been feasible in Centers and will continue to be feasible under certain conditions. Mid-rise projects have been feasible in and near downtown Spokane, but rents in Centers do not yet support mid-rise development.
- Despite current challenges (e.g. high interest rates and construction costs) LCG anticipates that over the medium and long term, demand for development in Spokane’s most desirable and walkable Centers will return.
- Most development completed during the past two decades in Spokane has not been in Centers. Of the 29.5 million square feet of commercial and multifamily space built during this time, 14% has taken place in Centers and Corridors, while Centers and Corridors occupy about 4.6% of the city’s land. While the amount of development in Centers appears to be less than what was envisioned in the Comprehensive Plan, LCG is not aware of specific targets for the amount of higher density or mixed-use development that are expected.
- Consistent with national trends, most development (59% of building area) built in Spokane’s Centers over the past two decades has been multifamily housing. While the amount of office and retail development in Centers has been decreasing since the early 2000s, the amount of multifamily has been stable or increasing since 2010.
- The Centers that have seen the most development are those on the edges of the city, where vacant land has been more plentiful and less expensive. Examples include 57<sup>th</sup> & Regal, Indian Trail, and Southgate.
- Centers can be categorized by the era when most of the development within them occurred: historic (such as Monroe and South Perry), mid-century (such as Manito and Lincoln Heights), and recent (such as 57<sup>th</sup> & Regal and Indian Trail). In most historic and many mid-century Centers, relatively little new, ground-up development has occurred.
- The supply (availability) and cost of land is a critical determinant of whether development happens and can have little to do with the amount of demand (whether or not the location is desirable to residents and tenants). Over the past two decades, there has been much more low-cost land (e.g., valued at less than \$20 per square foot) in recent-era centers than historic or mid-century Centers, and this continues to be the case. For example, there is more than 60 acres of land valued at less than \$20 per square foot at Lincoln & Nevada, and about 80 acres at North Nevada. This represents a significant supply of lower-cost land, which can be built out in coming years or even decades.
- Recent Centers, where most development has taken place, tend not to be the type of highly connected, walkable places envisioned by the Comprehensive Plan. Walkability can be measured in multiple ways, including the amount of streets and sidewalks near a Center, and Walk Score, which measures how many amenities (parks, schools, grocery stores, coffee shops, and other amenities) can be accessed via a short walk from nearby housing.
- Over the past two decades, dense, tall buildings (such as mid-rise and high-rise buildings) have predominantly been built in and near Downtown Spokane, including Downtown, East Downtown, the University District, and South

Hill/Medical District. This is because certain demographic and area attributes are present in these locations and drive urban development, particularly market-rate apartments and mixed-use development. Households most likely to live in urban housing have a higher propensity to be employed in professional services, healthcare, finance, STEM, and various other jobs concentrated in urban locations; be students; earn middle to higher incomes; be aged 25 to 34; and/or be part of 1 or 2 person households. The presence of nearby employers and amenities (e.g., retail services) also drive multifamily and mixed-use development demand. Lower-income households also live in central locations at a higher rate and tend to live in older apartments or subsidized affordable housing.

- LCG recommends that the City's code allow building heights of approximately 90 feet in Centers, which should allow seven-story, mixed-use, mid-rise building to be built. While these buildings are not feasible in most Centers today, they likely will be feasible at some time in the next two decades and are consistent with Comprehensive Plan goals.
- The report provides examples of the 3 development prototypes listed above. There are abundant examples of adaptive reuse projects, both in historic Centers such as East Sprague and Monroe and other locations such as Manito Shopping Center. The Millennium Apartments and Millennium Monroe projects are leading examples of the type of wood frame apartment projects that have been built in Centers in recent years, and which LCG believes are consistent with Comprehensive Plan goals. The Warren Apartments in Downtown is an example of a mid-rise project and is unlikely to be feasible in Centers today due primarily to the fact that rents have historically been higher in and near Downtown.
- The cost of land in Centers will continue to be a challenge for developers. The average commercial property in Centers sells for between \$40 and \$70 per square foot, while the "greenfield" (vacant, undeveloped) properties closer to the edge of town reviewed by LCG has sold for \$13 per square foot. Many wood frame apartment projects can afford to purchase greenfield land but not commercial land. Certain wood frame projects that achieve higher densities (e.g., +/- 100 units/acre), and have lower parking ratios (e.g., less than 0.5 spaces per unit) have a greater capacity to purchase commercial land, and therefore regulations that enable higher density and lower parking requirements are critical to enabling higher-density housing in Centers.
- Developers interviewed for this project made certain recommendations regarding current and future regulations and policy, including: the interim Building Opportunity and Choices for All (BOCA) code should be made permanent; Design Standards for Centers delay projects and create uncertainty and should be streamlined as much as possible; permitting authority is divided between two major silos (Planning, Zoning, and Economic Development; Engineering and Public Works), and the public works process in particular hinders infill development in Centers; Urban forestry requirements create uncertainty; the statewide energy code is increasing the cost of development; and a simplified mixed-use zone(s) would probably be superior to the current Centers and Corridors designations. Detailed developed feedback is described in the appendices.
- Looking ahead over the next 20 years, LCG forecasts that development in many recent-era Centers will slow as the supply of lower-cost land is exhausted. Consistent with the pattern seen in other cities nationwide, development in historic-era Centers will increase because the high levels of connectivity and services will continue to be desirable, in-migration continues, and achievable rents increase. Development in mid-century Centers will increase somewhat but will continue to be difficult because properties are expensive to acquire.
- The report evaluates each of the 23 centers across a series of key attributes including Walk Score/connectivity, demographics, per capita income, historic and recent/projected development, and low-cost land. Centers vary widely across these attributes.
- There are a range of actions that the City could take to encourage mixed-use, higher density development in Centers. These include making BOCA permanent, addressing the regulatory issues mentioned above, as well as investing in streetscape/transportation and utility improvements, partnering with other agencies such as STA, expanding the City's storefront improvement grant program, reducing Transportation Impact Fees in Centers, acquiring land in key locations, and staying abreast of best practices in infill and mixed-use development.

## City Goals: Comprehensive Plan Policies

The City of Spokane adopted an updated Comprehensive Plan in 2001 and has revised the Comp Plan numerous times over the past two-plus decades.

The goals in the Comp Plan provide a context against which past and future development in Centers can be assessed. The Comp Plan goals that appear to be most applicable to this analysis of Centers are shown below. The goals call for development in Centers that is higher density; efficient, cost-effective, and compact; mixed-use (i.e., including residential, office/employment, retail, and other uses); and pedestrian-oriented, among other goals.

### LU 1. CITYWIDE LAND USE

Offer a harmonious blend of opportunities for living, working, recreation, education, shopping, and cultural activities by protecting natural amenities, providing coordinated, efficient, and cost-effective public facilities and utility services, carefully managing both residential and non-residential development and design, and proactively reinforcing downtown Spokane's role as a vibrant urban center.

**LU1.4. Higher Density Residential Uses.** Direct new higher-density residential uses to Centers and Corridors designated on the Land Use Plan Map.

**LU-1.5. Office Uses.** Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

**LU-1.6. Neighborhood Retail Use.** Direct new neighborhood retail uses to Neighborhood Centers designated on the Land Use Plan Map.

**LU 1.7. Neighborhood Mini-Centers.** Create a Neighborhood Mini-Center wherever an existing neighborhood retail area is larger than two acres.

### LU 3: EFFICIENT LAND USE

Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

**LU 3.1 Coordinated and Efficient Land Use.** Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

**LU-3.5. Mix of Uses in Centers.** Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

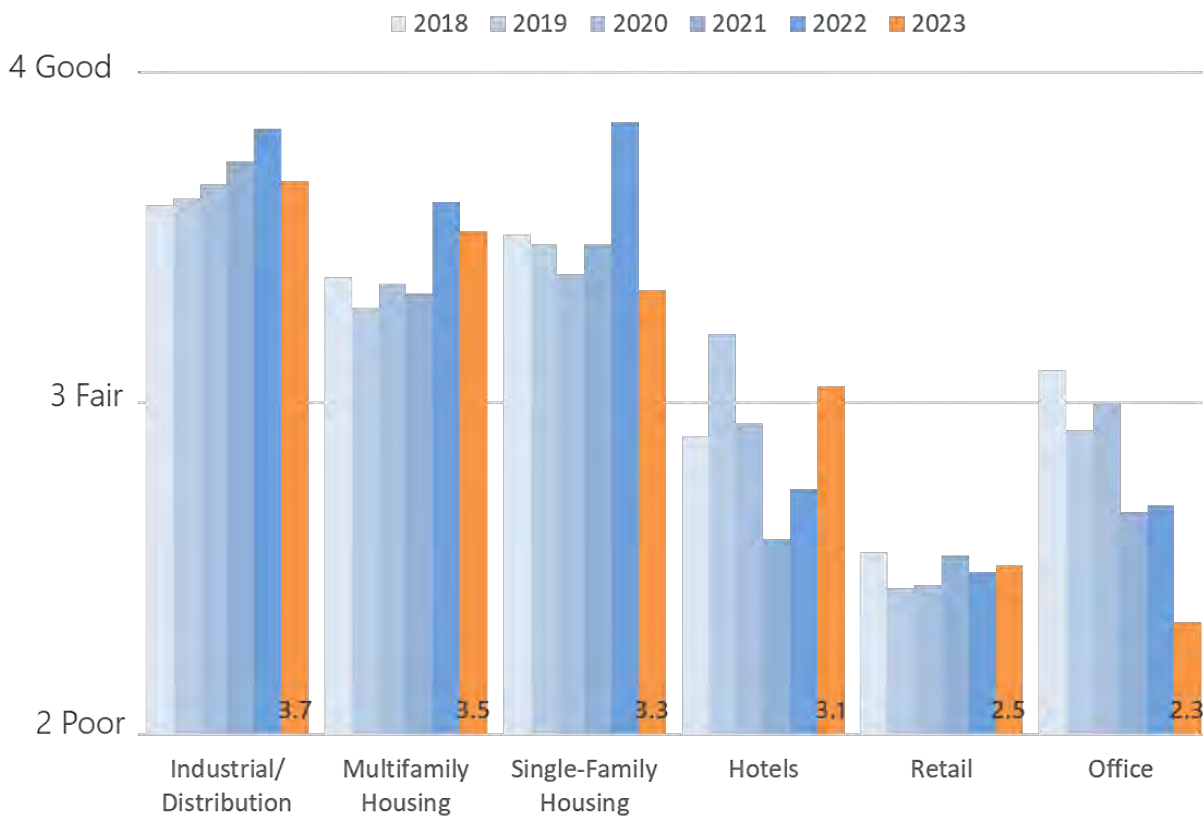
*Source: [Comprehensive Plan for the City of Spokane](#), Adopted 2017, including amendments through 2023, Pages 87 to 88.*

# National and Western U.S. Development Context

## National Development Prospects

The figure below shows the results of annual surveys conducted as part of the Urban Land Institute’s (ULI) Emerging Trends in Real Estate reports, published between 2018 and 2023. This report captures the sentiment of real estate developers and investors nationwide, including their level of interest in developing various types of properties, including industrial, residential, hotel, retail, and office properties. While the report reflects a nationwide perspective, and individual real estate development decisions are local, LCG finds that these national sentiments have a powerful impact on local development outcomes.

Figure 1. Development Prospects, 2018 – 2023



Source: Emerging Trends in Real Estate, 2023, Urban Land Institute.

Some of the key takeaways of ULI’s Emerging Trends reports are as follows. Industrial and multifamily (rental) housing are the types of development that developers see as the best investments for the near future. Industrial development is desirable because of increasing demand for “last mile” delivery hubs for online shopping, low vacancy levels, “reshoring” of logistics and manufacturing because of stressed global supply chains, and other factors. Multifamily continues to be desirable because household growth has outpaced residential development for many decades. Single family development continues to be in demand, but fell significantly in desirability between 2022 and 2023 due to rapidly increasing mortgage rates and interest rates for development construction loans. Interest in developing hotels has rebounded considerably since the most intense periods of the COVID pandemic, when travel slowed significantly. Retail

and office development are the least desirable development opportunities. In many communities, there is an adequate supply of retail space; rent growth has been limited for many years; and the growth in online shopping dampens demand for new and existing retail space. Demand for new office space is very limited, primarily because working from home has increased significantly in most office employment industries (typically from below 5% before the pandemic to 20% to 30%+ in 2023) and hybrid work has increased, such that overall office occupancy is much lower than it has been historically. Developers are therefore very hesitant to invest in major new office projects. LCG believes that the desirability of development types nationally will be similar to their level of desirability in Spokane's Centers, with the likely exception of industrial development. Most parcels in Spokane's Centers will be too small and too expensive to be well suited to industrial development.

## Interest Rates

As mentioned above, borrowing costs for developers and homebuyers have increased significantly in recent years. Rates were at historic lows in parts of 2020 and 2021. Since that time, rates have increased significantly, and in many cases more than doubled. Average 30-year [mortgage rates](#) for homebuyers were at about 3% in 2020 and 2021, and can now be around 8%. Borrowing rates (e.g., permanent and construction financing) for developers have also risen dramatically. For developers, higher rates have a significant negative impact on development feasibility, and are forcing developers to put many projects that would have been feasible in 2021 on hold. This national trend is consistent with recent presentations made to the City by the developers, who had planned to renovate the Payton Building downtown into apartments but said that the project is on hold due to interest rates.

Higher rates make construction more expensive, reduce overall returns, and reduce key metrics that lenders review, particularly debt service coverage ratio. Therefore, interest rates have a significant impact on the pace of development in Centers. While it is important to acknowledge this reality, LCG expects that development financing costs will decrease in the coming years, and that development feasibility will improve over today's conditions, but probably not return to the very favorable conditions seen in the midst of the pandemic.

## **The amount of development in Centers is in part determined by the amount of development regionwide and citywide. Spokane has desirable attributes—as a midsize, growing, western, and comparatively affordable metro area—but it also has a less robust economy and growth outlook compared to some other western metros.**

The amount of residential, commercial, and mixed-use development in Spokane's Centers will be significantly impacted by the amount of growth and economic vitality regionally. If population and job growth are high regionally in the coming decades, then population and job growth will tend to be higher in Centers, since households and employers will need space to occupy. The *perceptions* of developers and the general public are also important. The figure at right shows how the ULI categorized metropolitan areas across the country for 2023. The ULI identifies the Spokane/Coeur d'Alene metro area as part of "The Affordable West." This is a group of moderate-growth metro areas that are somewhat more affordable than their peer cities. By contrast, the ULI puts the Boise metro area in the "Supernova" category because of this region's rapid population and employment growth, and diversification of the region's economy, for example, into more high-tech employment. LCG believes that comparing the Spokane and Boise regions is useful because the regions are both located in the Mountain West/ Pacific Northwest, are similar in overall size, and are both candidates when companies and households are considering new locations. If the Spokane region were to grow as fast as Boise, there would be more demand for development in Centers.

Figure 2. Emerging Trends in Real Estate Market Categories, 2023

Major group	Subgroup	Markets
<b>Magnets</b>	Super Sun Belt	<b>Atlanta</b> <b>Dallas/Fort Worth</b> <b>Houston</b> <b>Miami</b>
	18-Hour Cities	<b>Charlotte</b> <b>Denver</b> Fort Lauderdale Minneapolis
	<u>Supernovas</u>	<b>Austin</b> <u>Boise</u> <u>Jacksonville</u>
<b>The Establishment</b>	Multitalented Producers	Chicago <b>Los Angeles</b>
	Knowledge and Innovation Centers	<b>Boston</b> New York–Manhattan
	Major Market Adjacent	Inland Empire Jersey City Long Island New York–Brooklyn New York–other boroughs <b>Northern New Jersey</b>
<b>Niche</b>	Boutique Markets	Chattanooga Des Moines Greenville, SC Knoxville
	Eds and Meds	Baltimore Columbus Gainesville Madison
	Visitor and Convention Centers	Cape Coral/Fort Myers/Naples Charleston Deltona/Daytona Honolulu
<b>Backbone</b>	<u>The Affordable West</u>	Albuquerque Sacramento <u>Spokane, WA/Coeur d'Alene, ID</u>
	Determined Competitors	<b>Birmingham</b> Indianapolis Kansas City, MO
	Reinventing	Buffalo Cincinnati Cleveland Detroit

Source: Emerging Trends in Real Estate surveys; compiled by Nelson Economics.  
 Note: **Bold** type indicates the 20 highest-rated markets in Emerging Trends in Real Estate 2023 survey for overall real estate pros

Source: Emerging Trends in Real Estate, 2023, Urban Land Institute.

Figure 3 below compares demographic and economic attributes of the Spokane and Boise metro areas, and the United States. While Spokane and Boise are similar in terms of current (2022) population, households and population in Boise are expected to grow considerably faster over the next five years. Both areas will grow more rapidly than the national average. Real per capita income in Boise was slightly higher than Spokane in 2022 and is expected to grow faster. The cost of doing business in Boise is estimated to be lower than in Spokane.

**Figure 3. Demographic and Economic Metrics for Spokane and Boise Metros, and United States**

<b>Metric</b>	<b>Spokane, WA/ Couer d'Alene, ID Metro Area (MSA)</b>	<b>Boise Metro Area (MSA)</b>	<b>United States</b>
Population, 2022	790,000	820,000	333,150,000
Market Category	Affordable West	Supernovas	
Household Growth: 5-year projected annual % change	1.5%	2.2%	1.1%
Population Growth: 5-year projected change	42,200	78,700	
Real per capita income, 2022*	\$47,609	\$48,316	\$53,515
Real per capita income, projected 5-year change	1.0%	1.7%	2.0%
Cost of doing business**	99.5	93	100
Employment Growth: 5-year annual projected change	0.9%	1.7%	1.0%
Science, technology, engineering, and math (STEM) Employment Location Quotient	0.7	1.1	1.0
Office-Using Employment Location Quotient	0.8	1.0	1.0
Permits per 100 Households added	101	111	90
Affordability. Percent of all homes likely affordable to 4-person family earning 120% of AMI	43.5%	45.5%	53.0%
Transit Quality (AllTransit Score)	2.5	1.8	4.0

*Source: Emerging Trends in Real Estate, 2022, Urban Land Institute.*

The concentration (location quotient) of science, technology, engineering, and math (STEM) and office-using employment is higher in Boise than Spokane. Both of these employment categories have tended to drive further



regional economic growth, and are frequent occupants of higher density/center locations. Unfortunately, housing in both Spokane and Boise is significantly less affordable to four-person households at 120% of area median income than housing nationwide. Spokane’s transit service is superior to Boise’s. Again, these data are provided in order to underscore the point that, today and in the decades to come, development within Spokane’s Centers will be significantly impacted by the regional economic and demographic context. A fast-growing region that is generating high levels of employment in white-collar, professional service, and STEM jobs is highly likely to drive more demand for higher-density, residential and commercial infill development.

## Most development in Centers is built within a series of prototypes. Developers’ determination about what to build is driven in large part by achievable rent.

The figure below shows the development prototypes that are most often built in Centers and other infill locations nationwide. While every development project is different in its particulars, developers tend to build variations on these prototypes: commercial renovation/adaptive reuse; garden apartments; and mid-rise, mixed-use, or podium apartment development. The prototypes can be defined by the type of use (commercial, residential, or a mix of both); parking (surface or structure); structure (wood frame; wood frame over concrete podium); floors; and density.



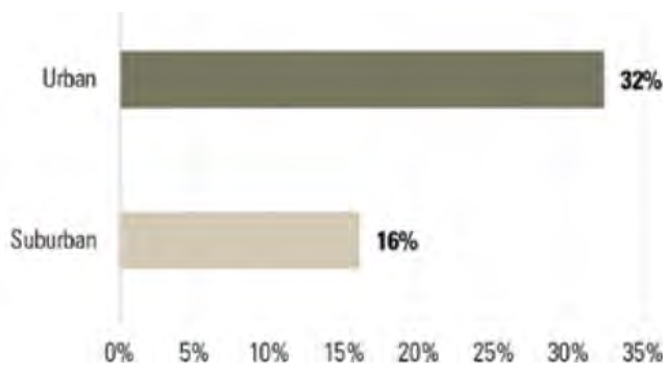
Source: Leland Consulting Group.

Developers—particularly multifamily developers—determine what prototypes to build in large part by the amount of rent they can charge on a per-square-foot or per-unit basis. In locations where residential demand is very high, developers can afford to pay the higher costs associated with podium-style development, including higher costs for structured parking, structural elements (e.g., post-tensioned slab), elevators, interior conditioned space, and finishes. In other locations where demand and rents are somewhat lower, developers can build lower-cost garden apartments. In yet other locations, rents are sufficiently low that no multifamily development “pencils.” Specific examples of projects that fit within these prototypes and are located in Spokane are explored later in this analysis.

## Following the great recession, more infill development has taken place in walkable, historic neighborhoods than in suburban locations.

Analysis of development patterns in large metro areas nationwide between 2010 and 2017 shows that while multifamily apartment development took place in all types of locations, more development took place in urban compared to suburban locations, “reflecting ongoing consumer demand—particularly among younger households—for living environments that are convenient to jobs, transit, and urban amenities, and which are highly walkable.”

Figure 4. Growth in Rental Apartment Units, 2010-2017; Top 50 Metro Areas



Source: [The New Geography of Urban Neighborhoods](#), Urban Land Institute.

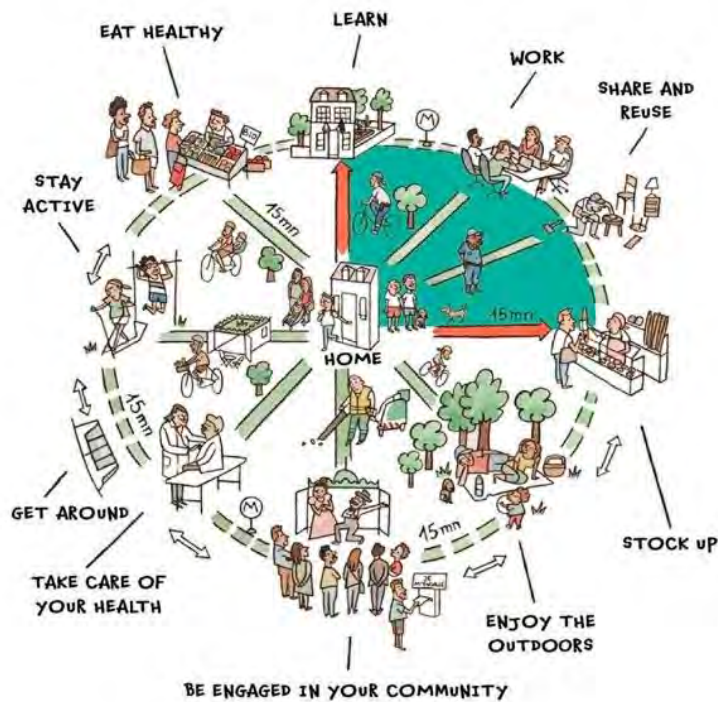
While the Covid pandemic has fundamentally changed certain aspects of living and working patterns, LCG believes that this fundamental demand—by younger and smaller households, for housing in walkable, well-connected, mixed-use communities—will remain in coming decades, and that most historic urban locations are better positioned to provide such environments compared to suburban locations. A recent report by Smart Growth America reaches similar conclusions:

“In spite of the changes to urban areas brought on by the Covid-19 pandemic, the 2023 edition of Foot Traffic Ahead’s research findings demonstrate continued real estate market and consumer preference for walkable urbanism through premiums in commercial rents, multifamily rental rates, and for sale home prices, compared to drivable alternatives. To illustrate these preferences, Foot Traffic Ahead 2023 benchmarks the range of walkability in the 35 largest metropolitan regions in the U.S. and shows that the market is continuing to seek more well-connected, walkable neighborhoods. This report shows that the demand for walkable, well-connected real estate far exceeds supply; and this imbalance underscores the urgency of policy reform to deliver more mixed-use, mixed-income housing near transit, especially in the midst of today’s housing access crisis.” (Source: [Foot Traffic Ahead - Ranking Walkable Urbanism in America’s Largest Metro Areas, 2023](#).)

Most research on this topic has been conducted for the largest metro areas in the U.S., and therefore we cannot conclusively demonstrate that preferences exhibited in large metro areas are the same as those in Spokane. However, LCG has found that walkable, mixed-use environments are very popular in Western metro areas, even in those with populations below 100,000, such as Bend, Missoula, and Bozeman.

One concept that has proven to be popular with developers, residents, tenants, and planners is the “15-Minute City.” According to the ULI, “Whatever the headwinds, there is little doubt that cities retain their appeal to broad swaths of people and businesses. Younger people, as always, are especially attracted to city life, but the attraction is not limited to generation Z. As one developer summarized, ‘People want that 15-minute lifestyle if they can get it. They want walkable, amenitized, real places that allow them to live fuller lives without having to get into a car and transition from one segment of their life to another.’ (Source: *Emerging Trends in Real Estate, 2022, Urban Land Institute; page 17*).

Figure 5. The 15-Minute City



## Spokane Development Context

In Spokane, most development completed during the past two decades has not been in Centers.

In this section, we transition from discussing the development context of the nation and western U.S., to conditions in Spokane's 23 designated Centers (including 20 Centers and 3 Corridors).<sup>1</sup>

Figure 6. All Multifamily and Commercial Real Estate Development, Built 2001 to 2023

Center/ Corridor Name	Rentable Bldg. Area (RBA)	
	SF	%
57th & Regal	906,940	3%
Five Mile	141,343	0%
Lincoln Heights	42,307	0%
Manito Shopping Center	20,151	0%
North Town	71,534	0%
Shadle	475	0%
Southgate	511,947	2%
Cannon & Maxwell	5,585	0%
East Sprague	71,187	0%
Holy Family	259,721	1%
North Foothills	35,520	0%
North Nevada	206,672	1%
Trent & Hamilton	60,662	0%
Hamilton	498,446	2%
Hillyard	67,789	0%
Monroe	96,480	0%
14th & Grand	8,754	0%
Garland	-	0%
SFCC	169,000	1%
Indian Trail	607,208	2%
Lincoln & Nevada	170,236	1%
South Perry	14,286	0%
West Broadway	253,480	1%
Centers/Corridors Total	4,219,723	14%
Other Areas	25,261,548	86%
City of Spokane Total	29,481,271	100%

<sup>1</sup> In most cases, the area included in Centers is the area within ¼ mile of the placemark provided for the that center (i.e., from "the center of the center"), however, there are several exceptions. For Corridors, a 1/8-mile distance from a line has been used, since the assumption is that most past and future development will take place along one primary street. The demographic information (e.g., household sizes and per capita incomes) provided later in this report are for a ½ mile distance from Centers and Corridors, in order to represent the demographics in a larger "market area."

Source: CoStar; Leland Consulting Group.

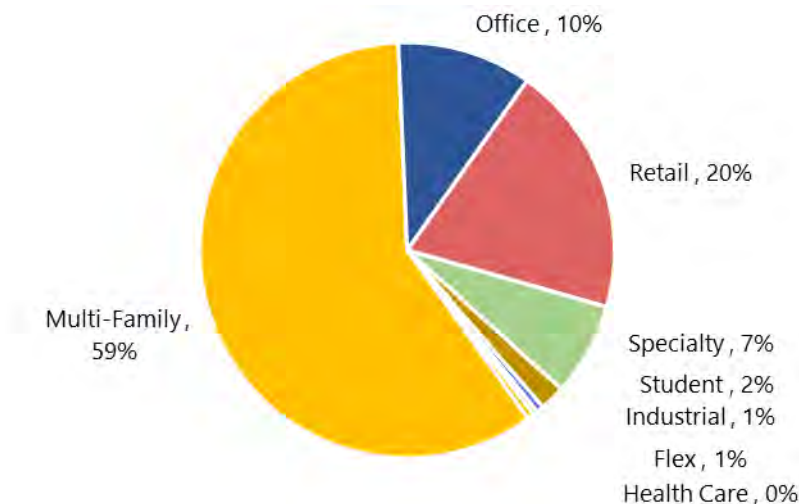
Figure 6 shows all of the rentable building area (RBA; similar to but somewhat less than the gross building area) of all of the known multifamily (apartment) and commercial real estate development built in Spokane between 2001 and 2023. "Commercial" includes retail, office, hotel/hospitality, industrial, flex, storage, and specialty space. Figure 6 does not include owner-occupied single family or residential condominium space, or many publicly owned buildings such as libraries. 2001 was selected as the beginning point for this analysis, since a new Comprehensive Plan was adopted in that year. The data source for the above data, as well as much of the other information about multifamily and commercial real estate in Spokane, is [CoStar](#), the nation's most extensive source of commercial real estate information, analytics and news. LCG has also supplemented CoStar data via interviews with Spokane-based developers, our research, and other sources cited in this report.

Of the 29.48 million square feet of commercial and multifamily space built during this time, 14% has taken place in Centers and Corridors, while Centers and Corridors occupy about 4.6% of the city's land. LCG is not aware of goals that call for a specific proportion of growth to take place in Centers; however, the Comp Plan does call for new, higher density, mixed-use development to take place in Centers, and it does not seem that this goal is consistent with development patterns over the past two-plus decades in most Centers. Most Centers absorbed close to 0% of the total amount of citywide development. However, some Centers could be considered successful in terms of the amount of development they have attracted. The most successful Centers (in terms of attracting development) have been places like 57<sup>th</sup> & Regal and Indian Trail, which absorbed about 3 and 2% of all citywide development, respectively. The zoning in place in Centers does not seem to be a primary driver of the amount of development that has taken place; as shown in the appendices, there is no clear relationship between the number of acres that are within a CC or mixed-use zone and the amount of development that has taken place in a center.

## Consistent with national trends, most development in Spokane's Centers has been multifamily housing.

As shown in Figure 7 below, 59% of all building area in Centers has been multifamily housing. 20% has been retail, 10% has been office, and smaller shares are specialty, student (generally student housing), industrial, flex, and healthcare. Specialty development is a mix of self-storage, utility sub stations, schools, and parking garages.

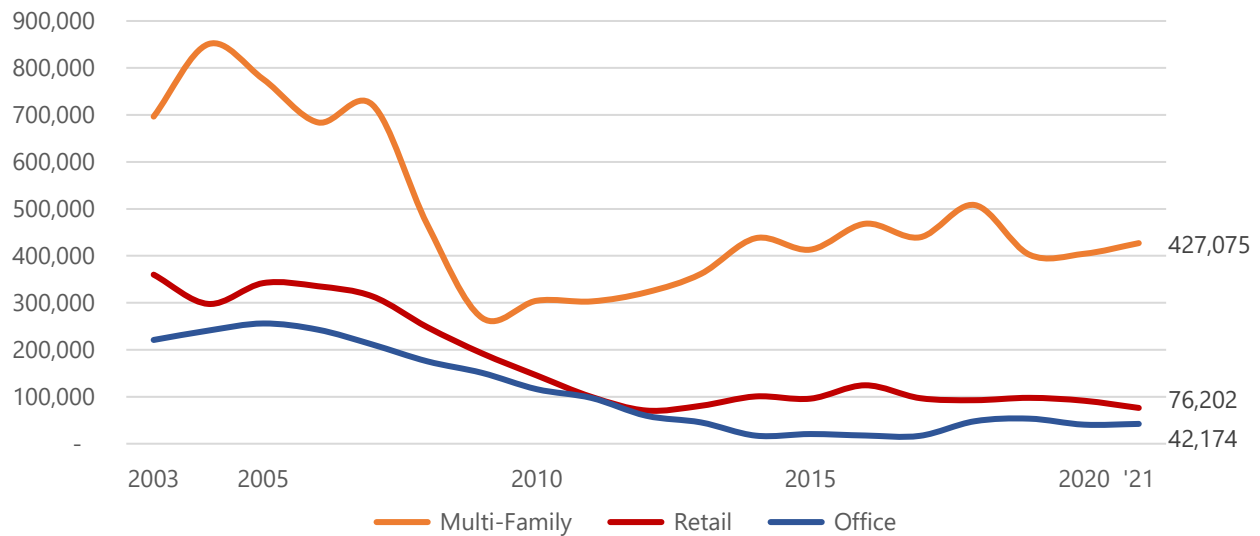
Figure 7. Building Area in Centers by Development Type, 2001 to 2023



Source: CoStar, Leland Consulting Group. For the remainder of the report, "Building Area" is RBA.

As Figure 8 shows, multifamily housing has been the dominant development type in Centers since the early 2000s, and after experiencing a sharp downturn that coincides with the onset of the great recession in 2007-2008, multifamily development has gradually increased. The five-year average for multifamily space in 2021 (i.e., between 2019 and 2023) was over 427,000 square feet of RBA per year, or 568 units per year. By contrast, the amount of retail and office space constructed in Centers has been on a consistent downward trend since the early 2000s. As of 2021, about 76,000 square feet of retail and 42,000 square feet of office space have been built annually in Centers, and most of this development has taken place in a few Centers located furthest from downtown Spokane. For the foreseeable future, LCG expects the dominance of multifamily development to continue, and for new, ground-up construction of retail and office space to slow.

**Figure 8. Building Area in Centers by Development Type, Five Year Rolling Average, 2003 to 2021**



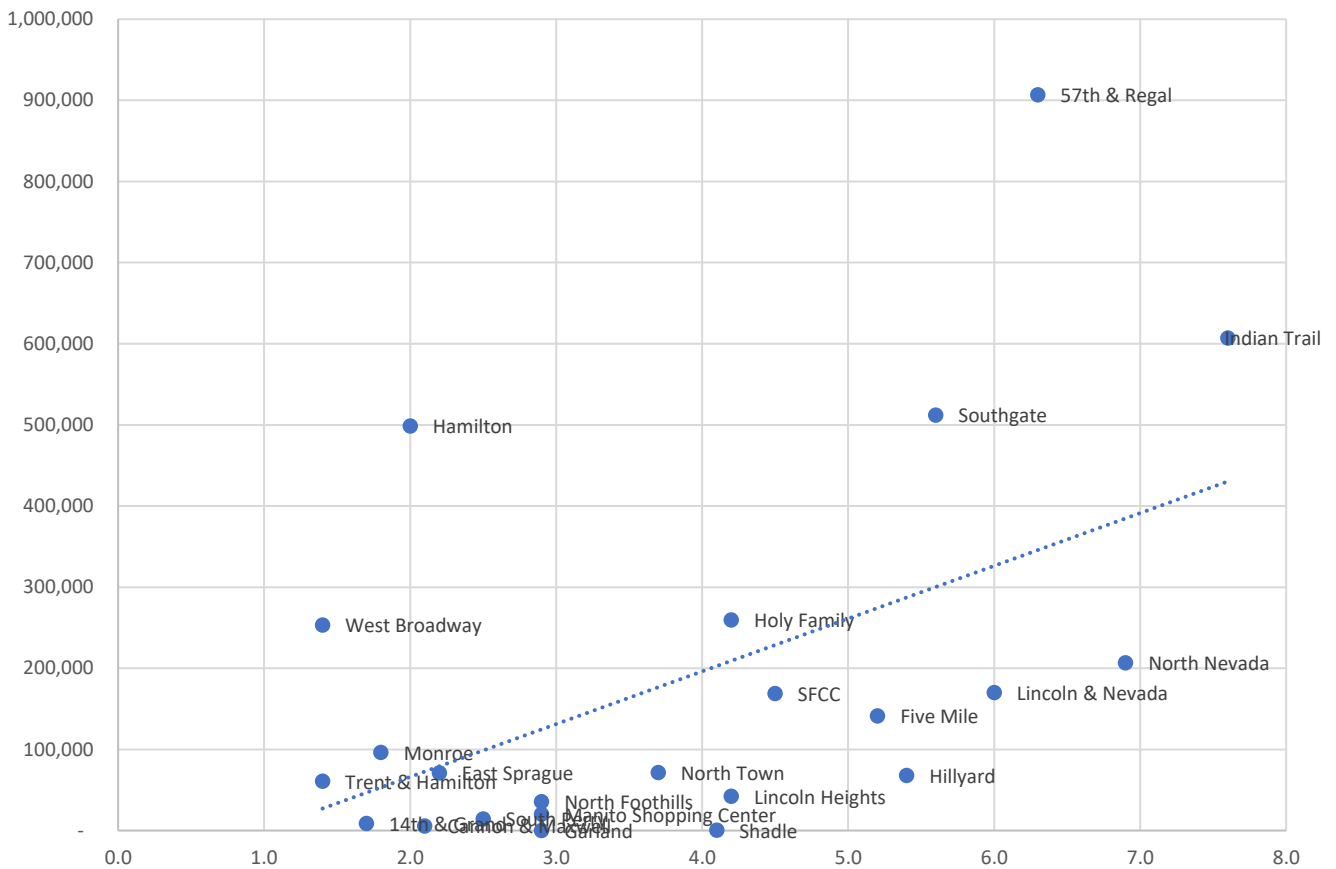
Source: CoStar, Leland Consulting Group.

**The Centers that have seen the most development are those on the edges of the city, where vacant land has been more plentiful and less expensive.**

As Figure 9 shows, there is a strong correlation between a Center’s distance from downtown Spokane (City Hall), and the amount of development that has occurred there. In general, the further a Center is from downtown, the more development has occurred there. Centers such as 57th & Regal and Indian Trail, which are 6.3 and 7.6 miles from City Hall, respectively, have seen the greatest amount of development amongst all Centers—about 900,000 and 600,000 square feet of development. Most closer-in (and older) Centers like Monroe and Trent & Hamilton captured less than 100,000 square feet of new, ground-up development during this time period, and many close-in Centers have seen almost no new development.

LCG believes that one of the major drivers of this development pattern is the fact that vacant, undeveloped “greenfield” sites near the fringes of the City tend to cost much less for developers to acquire than sites that are already built-out near the center of the city. Edge sites also tend to be larger, have fewer environmental contamination issues, and may be owned by more willing sellers.

**Figure 9. Distance from Downtown Spokane (Miles) and Square Feet of Development, 2001-2023**



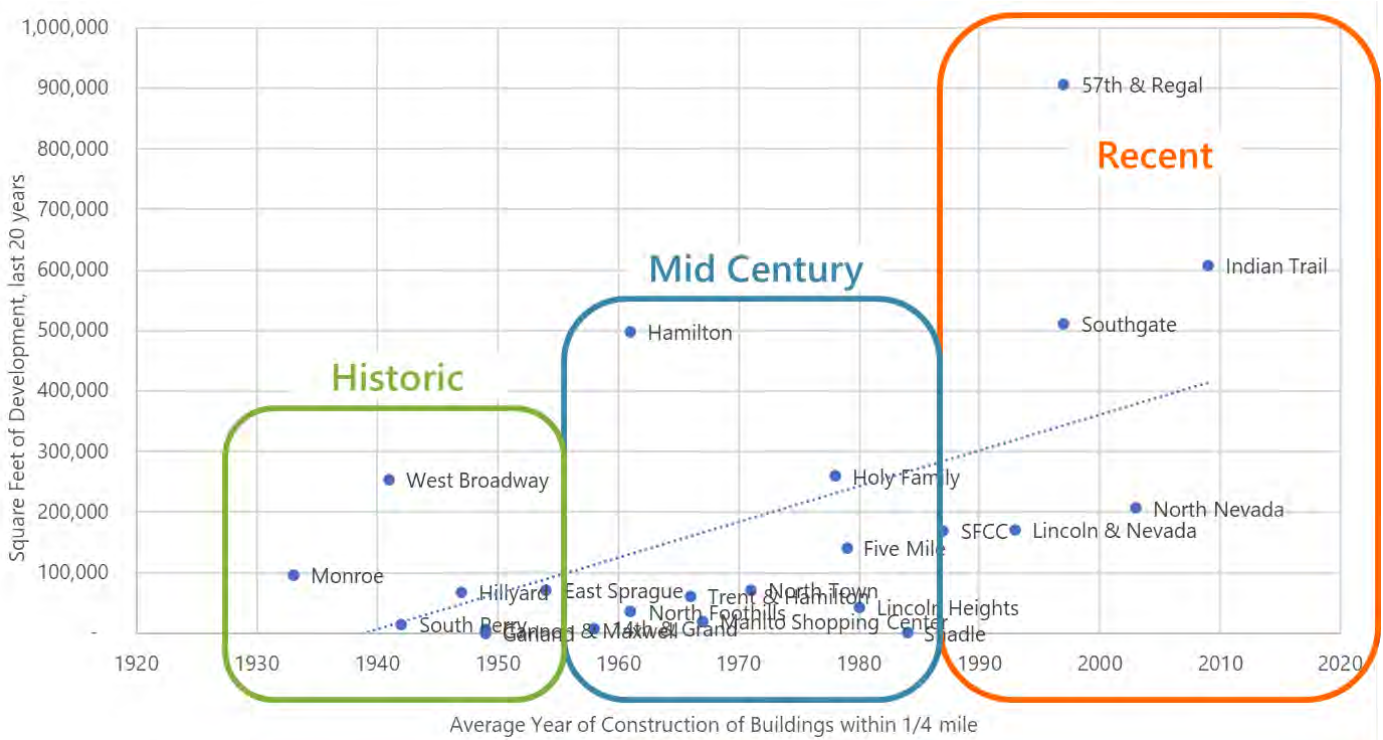
Source: Spokane County GIS; CoStar; Google Maps; Leland Consulting Group.



Centers can be categorized by the era when most of the development within them occurred: historic, mid-century, and recent. In most historic and many mid-century Centers, relatively little new, ground-up development has occurred.

The figures below build on the analysis above that compares the amount of development to the distance from downtown. Figure 10 compares the amount of development to the average year of construction of buildings located within the center, and shows a similar relationship between these variables: More recently built Centers (which tend to be further from the center of the city) have seen more development than historic or mid-century Centers.

**Figure 10. Development Era and Square Feet of Development, 2021-2023**



Source: Spokane County GIS; CoStar; Leland Consulting Group.

Figure 11 shows some of the key metrics for historic, mid-century, and recent Centers. We define these categories based on the average year of construction for buildings in the CoStar database that are within ¼ mile of the Center location, which is before 1955, 1985, and 2023, for the three Centers types. It is likely that CoStar does not include some older buildings (e.g., 1920 and before) and therefore the actual age of all buildings in some Centers may be older. The average year of construction for buildings is also shown below, as is the year when most of the buildings in the Centers will be “old” (more than 50 years old) and therefore very much in need of major capital investments (see [RDH Building Science](#)).

The average distance to downtown is 2.6, 3.2, and 6.2 miles, respectively. It is notable that while the age of construction differs significantly between historic and mid-century Centers, the distance to downtown does not. There are 7 historic, 10 mid-century, and 6 recent Centers. The average RBA of development per year between 2001 and 2023 is much higher for recent Centers (19,500 square feet) compared to 3,300 and 5,200. Recent Centers have seen almost 6 times as much development as historic Centers, and almost 4 times as much development as mid-century Centers.

The era of construction is correlated to a number of other Centers attributes, particularly to the amount of development over the past two-plus decades.

**Figure 11. Key Metrics for Historic, Mid-Century, and Recent Centers**

Era	Av. Year of Construction	Av. Year of Construction	"Old Age" Buildings	Average Distance to Downtown	Number of CCs	Average RBA of Development	
	Before					2001-2023	/Year
Historic	1955	1945	1995	2.6	7	73,000	3,300
Mid Century	1985	1971	2021	3.2	10	85,000	3,900
Recent	2023	1998	2048	6.2	6	429,000	19,500
<b>Total</b>					<b>23</b>		

Source: Spokane County GIS; CoStar; RDH Building Science; Leland Consulting Group.

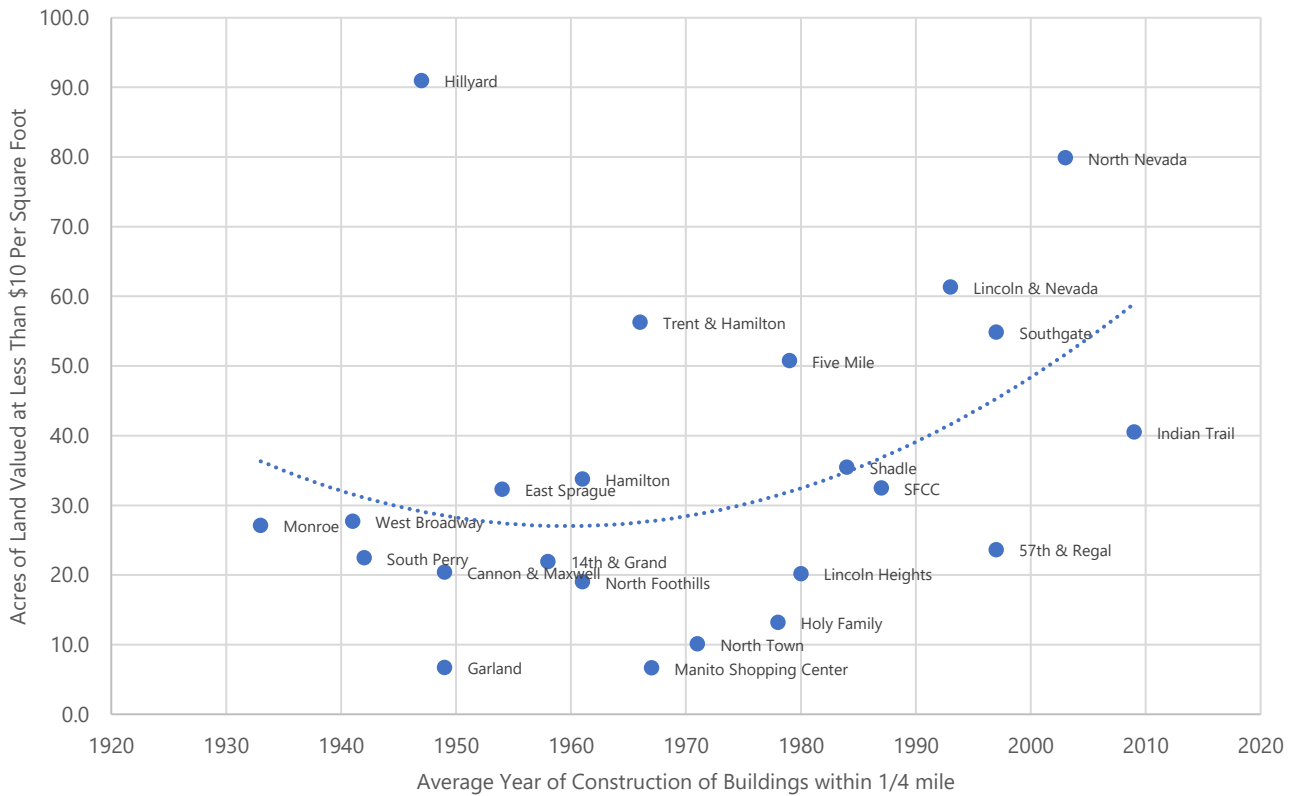
**The *supply* (availability) and cost of land is a critical determinant of whether development happens and can have little to do with the amount of *demand* (whether or not the location is desirable to residents and tenants).**

As mentioned above, the supply of lower-value land is a major reason that more development has taken place in recent Centers that are near the edge of the city—there has historically been more low-cost land within and near these Centers.

Figure 12 compares the Centers era or average year of construction and the acres of land that are currently valued at less than \$20 per square foot of land area (or less than \$871,200 per acre). The acreage shown in Figure 12 does not include land owned by schools or government agencies. As will be discussed in greater depth later in this report, based on LCG’s developer interviews and data collected regarding land transactions, LCG believes that transactions between multifamily and commercial developers and land owners will take place at between \$10 and \$20 per square foot. The average of the seven land transactions reviewed by LCG is \$13.40 per square foot. When “raw” land (large tracts that do not yet include on-site roads and infrastructure) is priced at more than \$20 per square foot, it is likely to become infeasible for most developers to acquire the land and then develop the land as multifamily housing, commercial space, or other development types.

Figure 12 shows that there is more low-cost land at Centers that developed more recently, which tend to be more distant from downtown. For example, there is more than 60 acres of land valued at less than \$20 per square foot at Lincoln & Nevada, and about 80 acres at North Nevada. This represents a significant supply of lower-cost land, which can be built out in coming years or even decades.

**Figure 12. Average Year of Construction and Acres of Land Valued at < \$20 per square foot**



Source: Spokane County GIS; CoStar; Leland Consulting Group.

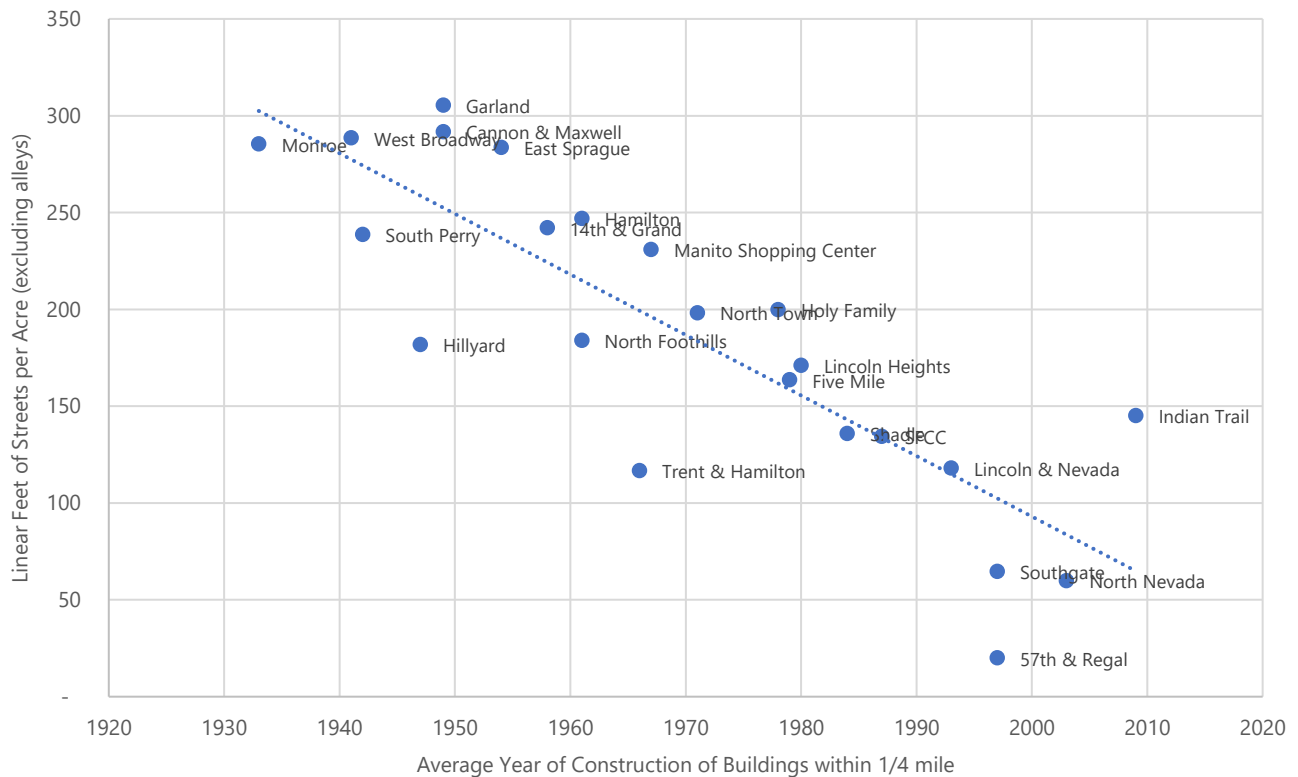
Figure 12 shows the amount of relatively low-cost land that remains available in Centers today, not the amount of low-cost land that was available historically (e.g., 20 years ago). Nonetheless, LCG believes it is safe to assume that, over the past two decades, there has been more low-cost land available at edge Centers compared to historic or mid-century Centers.

Note that estimating the amount of readily *developable* land is difficult and would require a careful, center-by-center or even property-by-property evaluation. This is because—even if land is low-cost—it may be difficult to develop because of steep slopes; wetlands, habitat, trees, or other environmentally sensitive condition; environmental contamination; easements; zoning; access challenges; ownership, or other conditions.

## Recent Centers, where most development has taken place, tend not to be highly connected, walkable places.

Figure 13 compares the average year of development of Centers with their connectivity (the linear feet of streets per acre, excluding alleys). Centers that developed more recently tend to be less well-connected, pedestrian- and bicycle-oriented. Therefore, most of the development that has occurred in Spokane’s Centers in the last two-plus decades has taken place in relatively poorly connected environments.

**Figure 13. Average Year of Construction and Connectivity**



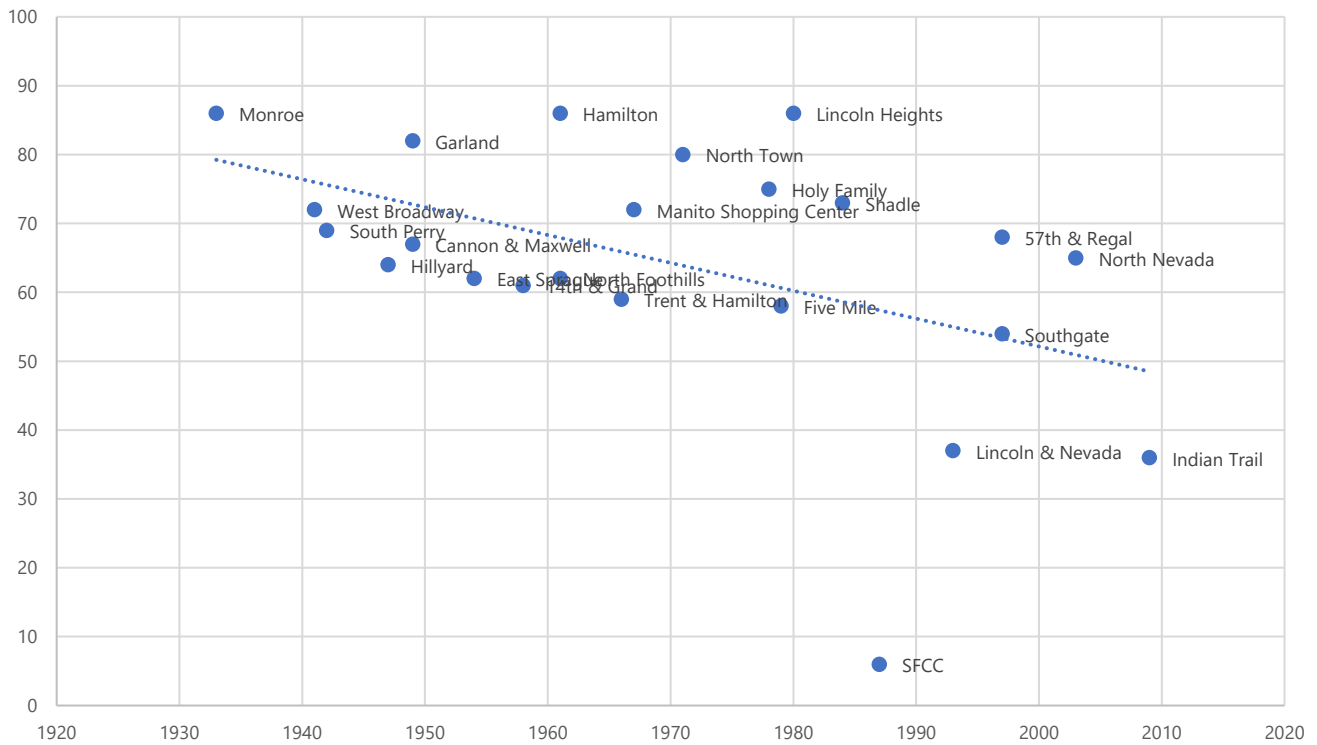
Source: Spokane County GIS; MAKERS; Leland Consulting Group.

Figure 14 below shows another way to measure the quality of connections, commercial destinations, and other destinations and amenities within Centers: via Walk Score. Walk Score is a free, web-based service that “measures the walkability of any address using a patented system. For each address, Walk Score analyzes hundreds of walking routes to nearby amenities. Points are awarded based on the distance to amenities in each category. Amenities within a 5-minute walk (.25 miles) are given maximum points. A decay function is used to give points to more distant amenities, with no points given after a 30-minute walk.” Walk Score measures proximity to restaurants, groceries, coffee shops, pubs, parks, schools, shopping, entertainment, and errands. Walk Score also generates Bike Score and Transit Score metrics.

Figure 14 shows that, in general, Centers that were developed more recently have a lower walk score than historic and mid-century Centers. Indian Trail, which has seen the second-greatest amount of development, has one of the lowest walk scores. Therefore, where development in Centers is occurring, it generally is not taking place in the most walkable places. The new multifamily and commercial development is also often not creating walkable places.

Similar to other data sets, however, there is a significant amount of variation and “noise” in this data. For example, Lincoln Heights, which largely developed in the late 20<sup>th</sup> century, has one of the highest Walk Scores, due in part to the many services that can be accessed in and near the center. South Perry, one of the most historic Centers with good street connectivity, has a lower walk score, perhaps because there is no full-service grocery store nearby. Thus, the year of construction predicts less about a center’s Walk Score than it does about its connectivity (above) and other metrics.

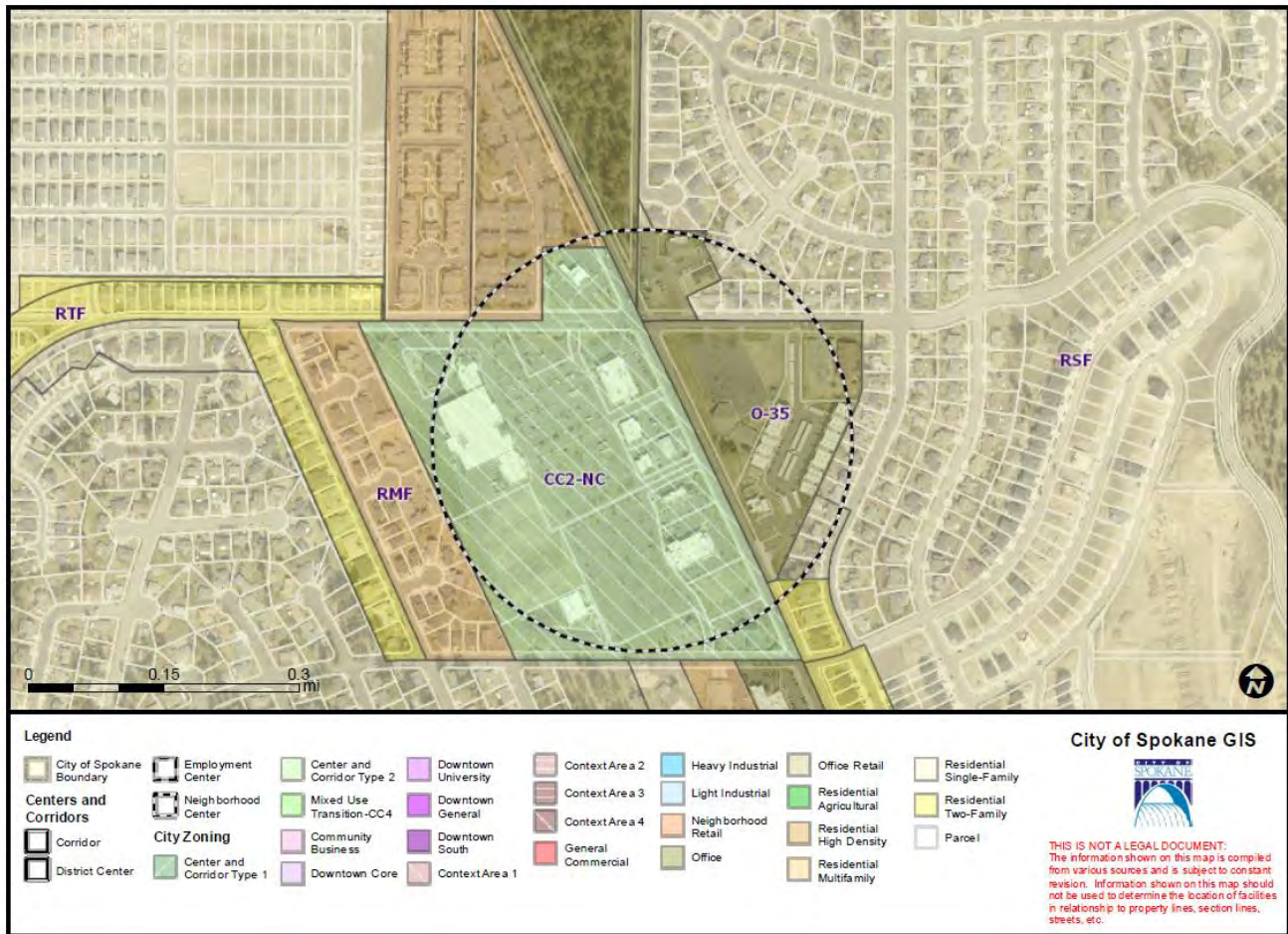
**Figure 14. Average Year of Construction and Walk Score**



Source: Spokane County GIS; Walk Score; Leland Consulting Group.

The maps of the Indian Trail Center below illustrate several of the challenges that face developers and planners when trying to create walkable or mixed-use development in recent, edge Centers. Figure 15 shows that a majority of the properties included within the ¼ mile center, particularly those west of Indian Trail Road, are single-use, large-format retail properties, with large surface parking lots. There are some apartments located east of Indian Trail Road (Zoned O 35), but not enough to make this a truly mixed-use center.

Figure 15. Indian Trail Center with Current Zoning

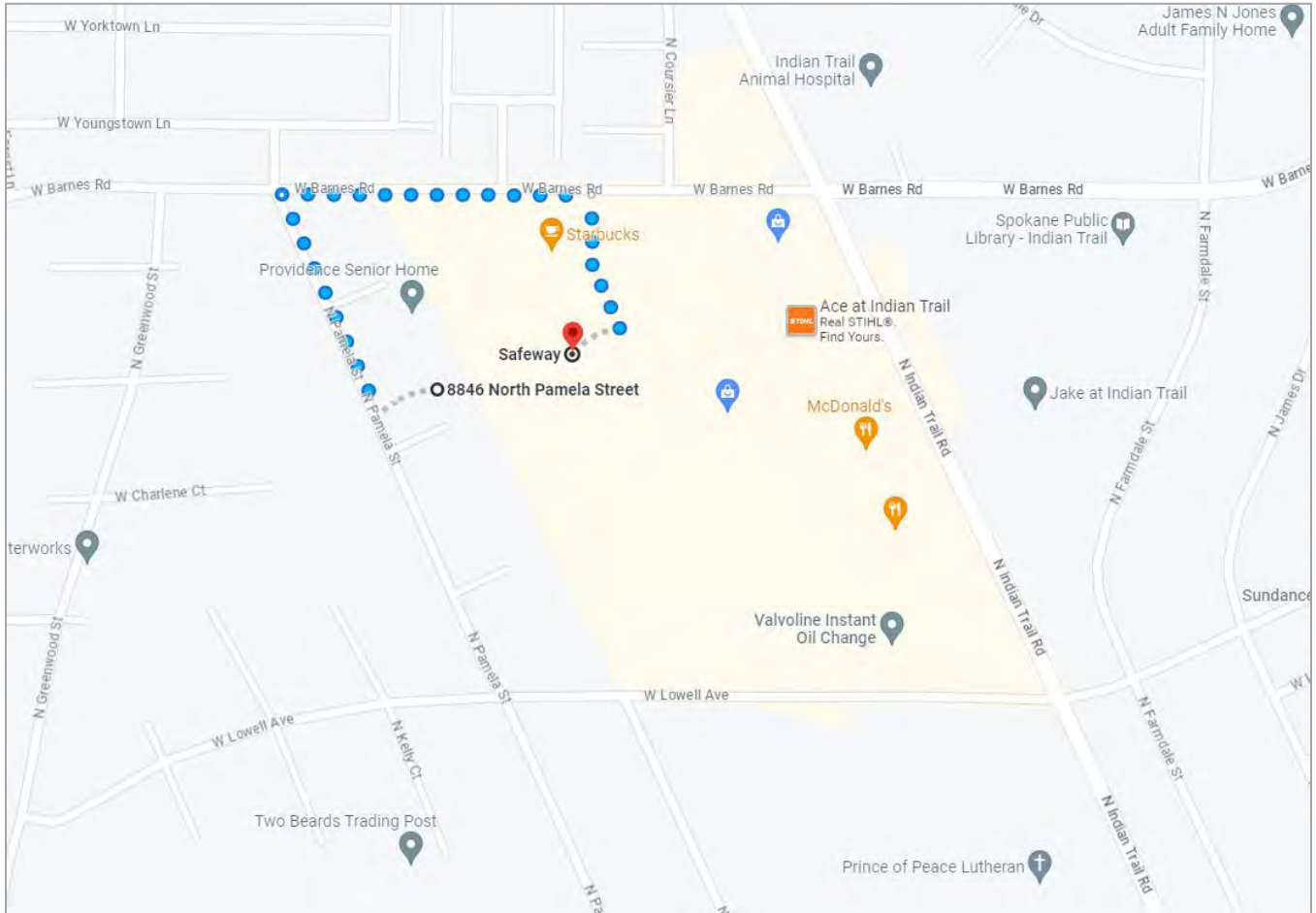


Source: City of Spokane; Spokane County GIS.



Figure 16 below shows the location of one home located adjacent to the Indian Trail center, on N Pamela St. This house is about 200 feet from the Safeway Grocery Store. However, the distance that a resident of the home would actually need to walk from the home to the grocery store is about 2,100 feet (or 0.4 miles)—ten times as long as the distance as the crow flies. Long paths and lower levels of connectivity are typical for Centers that developed more recently.

**Figure 16. Route from Home to Grocery Store, Indian Trail Center**



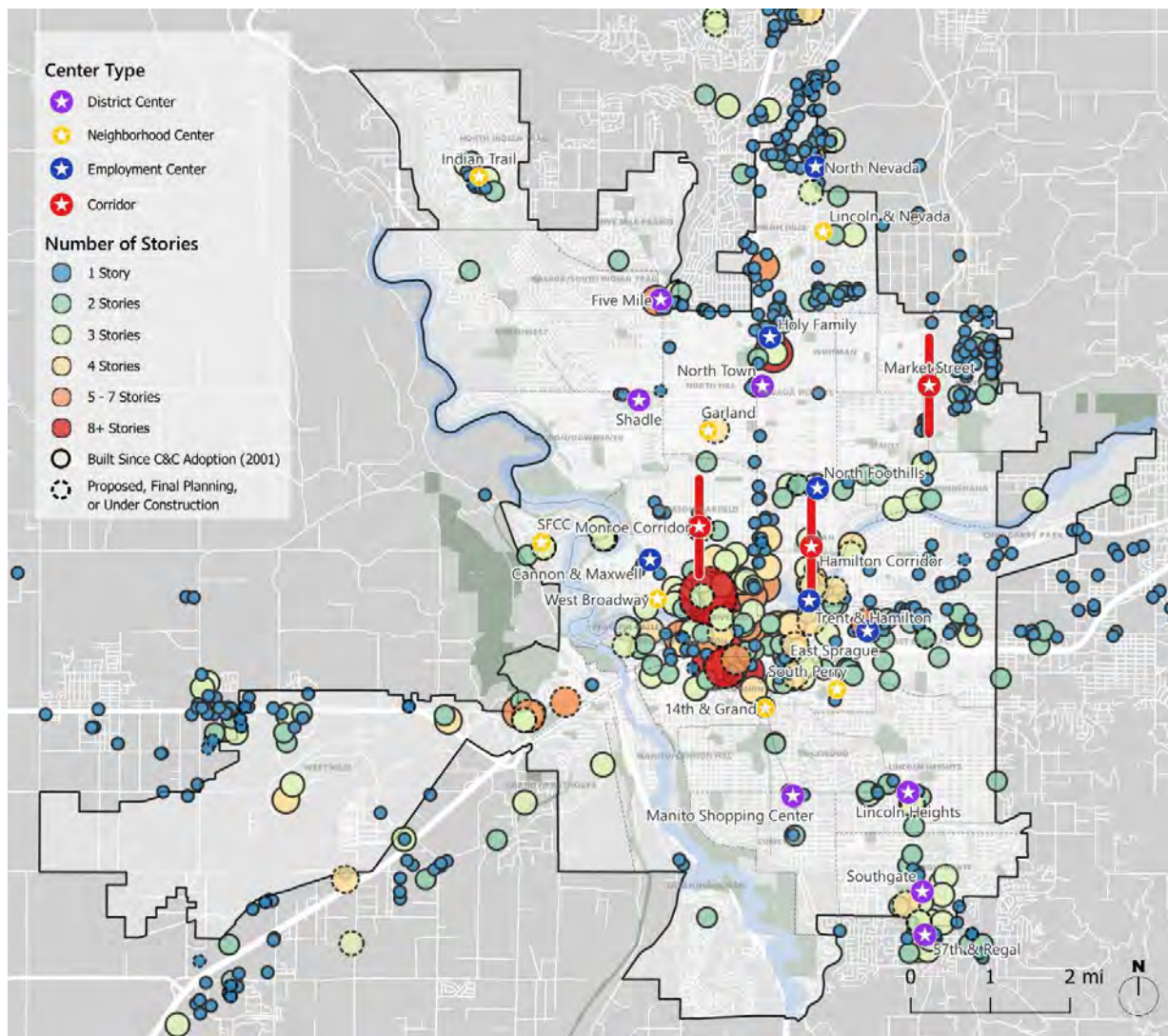
Source: Google Maps; Leland Consulting Group.



## Dense, tall, and expensive buildings have predominantly been built in and near downtown Spokane.

Figure 17 below shows all multifamily and commercial development completed since 2001, color coded by the project's height/number of stories. This figure shows that taller buildings (shown in red, orange, and yellow) have tended to be built in and near downtown Spokane. Most of the buildings built more than a mile from downtown have been one, two, or three stories high, though some mid-rise buildings have been built outside of downtown. As discussed earlier, taller buildings tend to be more significantly more expensive on a per-square-foot basis, because construction materials such as concrete and steel tend to be more expensive than wood; structured parking is often required; high-rise building codes are more stringent; and for other reasons. Therefore, in order for the buildings to be financially feasible, the rents and demand for higher density space must also be higher.

**Figure 17. All development since 2001, including planned, proposed and under construction, based on number of stories.**



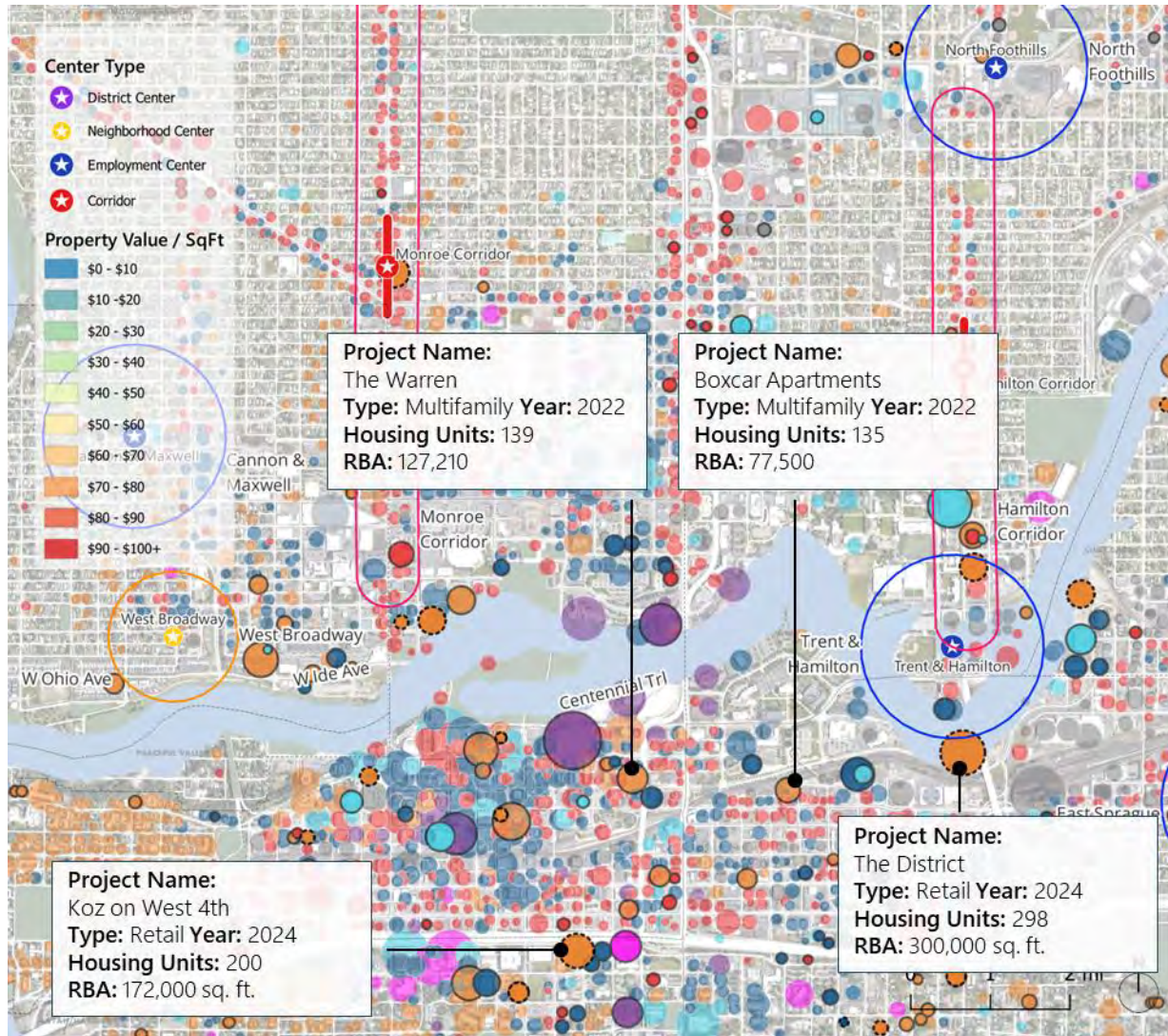
Source: CoStar; Spokane County GIS; Leland Consulting Group.



Development is currently being built and proposed in areas outside of Centers, including Downtown, East Downtown, the University District, and South Hill/Medical District.

Figure 18 below shows the location of new development projects that were completed in 2022 or are planned for completion within the next year. All four are higher density projects that are either multifamily or mixed-use, with multifamily over ground floor commercial space. (Note that Downtown is not analyzed in this study, but it is considered a Regional Center within the Centers and Corridors framework.)

Figure 18. Recently Completed and Proposed Development Projects



Source: CoStar; Spokane County GIS; Leland Consulting Group.

## Certain demographics and area attributes drive urban development, particularly market-rate apartments and mixed-use development.

LCG and studies by the Brookings Institution and other groups have found that certain demographics characteristics tend to drive demand for multifamily apartment units in cities, and secondarily for ground floor commercial space. Some of these demographic indicators are shown below. They are likely to be driving demand for apartment units in close-in parts of Spokane, and are more likely to be more prevalent in these close-in areas when compared to most Centers. Many, but certainly not all, apartment residents have these attributes.

- Employed in professional services, healthcare, finance, STEM, and various other office occupying, white collar jobs
- Middle to higher income
- Aged 25 to 34
- 1 and 2 person households
- Students

In addition to the demographic attributes listed above, higher-density housing and mixed-use projects benefit from proximity to jobs and a variety of amenities, which can be measured by Walk Score or other metrics.

*Source: [Who Lives Downtown](#), Brookings Institution; Leland Consulting Group.*

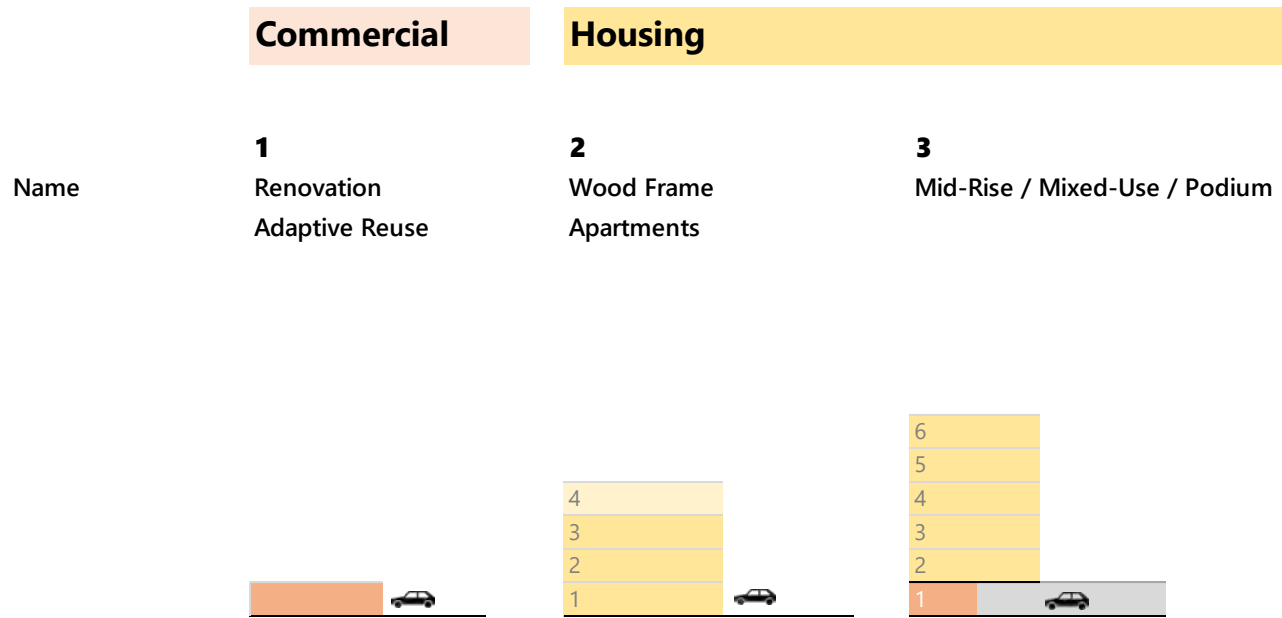
## Going forward, development in Centers is most likely to be one of three types.

Figure 19 shows the development typologies that LCG believes are most likely to take place in Spokane's Centers in the future.

The first is the renovation or adaptive reuse of existing commercial buildings. These have historically served as commercial buildings. Developers buy them, renovate them—for example, by improving exterior aesthetics, creating new internal divisions, and/or improving building systems such as roofing, heating, cooling, electrical, plumbing, etc.—and then release these buildings to new commercial tenants. Such renovations will be in demand as some types of commercial space fall out of favor (e.g., movie rental, office supply) and others become more popular (e.g., restaurants, coffee shops, small commercial and makers spaces).

The second is wood frame apartments, which are being built in some but not all Centers today. Ongoing population growth, the high cost of owner-occupied housing, and low apartment vacancy rates will drive demand for multifamily housing. There will be challenges for wood frame apartments, including finding appropriately priced and adequately sized site sizes, and financing and construction costs; some of these challenges are covered in more detail later in this analysis. The cost structure of wood frame apartments—with wood frame construction, surface parking, fewer core elements (elevators, stairs), and less common area (interior conditioned hallways)—often makes them more feasible than mid-rise projects. LCG anticipates that for the next five to ten years, wood frame apartments will be the dominant development type in most Centers.

Figure 19. Most Likely Building Typologies for Spokane Centers, 2023 to 2043





The third is mid-rise, mixed-use, podium projects, which feature wood frame apartment construction, generally over a one- or two-floor concrete parking podium, usually above-ground. Ground floor commercial spaces tend to be easier to incorporate into lower-floor podiums, but not all mid-rise buildings have ground-floor commercial space. Mid-rise projects are being completed in and near downtown today due in part to the higher achievable rents in those locations, but are not feasible in Centers, because rents and demand drivers are lower in Centers. However, when apartment rents and demand are higher, mid-rise buildings are able to offer much higher prices for land compared to lower-scale wood frame apartments, because mid-rise buildings have far more units. As the Spokane region’s population continues to grow over the coming decades, rents for close-in locations continue to increase, and the supply of high-quality, walkable sites decreases, mid-rise buildings are likely to become feasible in more Centers, particularly historic Centers and some mid-century Centers.

Therefore zoning, regulation, and incentives in Centers should allow and encourage mid-rise, mixed-use buildings in Centers. LCG recommends that the City’s code allow building heights of approximately 90 feet in Centers. Approximate building sections are shown below, including ground floors of 15 to 20 feet and residential/upper floors of 10½, 11, or 12 feet. While 15 to 20 feet is not absolutely necessary for ground floors, this height is highly desirable for the best ground floor retail experience and best ground floor tenants, including restaurants, who seek high ceilings. LCG’s recent conversations with architects and review of plans indicate that floor-to-floor heights can be between 10 and 11 feet; one architect cited 10½ feet as typical or ideal. Therefore, a seven story building could easily be 86 feet high, before considering design details such as whether the site is sloped and therefore whether the ground level is measured at the high, middle, or low point, and the design of the rooftop, which may include peaks, ridges, rooftop decks, and rooftop appurtenances such as air conditioning units. In addition, MAKERS’ research indicates that changes to the statewide energy code and increasing interest in mass timber buildings could increase floor heights to 12 feet, taller than in the past. Seven story, “five-over-two,” mid-rise buildings have been typical in major Pacific Northwest markets for many years; however, recent changes to building codes now allow eight story (e.g., six over two) buildings. For all these reasons, even though mid-rise development does not appear to be feasible in Centers today, 90 feet of building height should be allowed in order to allow these buildings to be built when feasible in the medium to long term. Setbacks,



particularly from the “rear” of the site that abuts residential neighborhoods, must also be carefully considered in order to ensure that mid-rise projects are possible.

Figure 20. Typical Mid-Rise Building Height

			+ rooftop
			+ 8th Floor
7			10.5 11 12
6			10.5 11 12
5			10.5 11 12
4			10.5 11 12
3			10.5 11 12
2			10.5 11 12
1			15 20 20
			+ slope
<b>Total Building Height (ft)</b>			<b>78 86 92</b>

Source: Architect interviews; recent development plans; Leland Consulting Group.

## Examples of the Development Prototypes

### Adaptive Reuse of Commercial Buildings

Many commercial buildings in Spokane’s Centers have been adaptively reused, and this process can go by many names including renovation, upgrade, refresh, repositioning, and tenant improvement. As shown below, numerous historic commercial buildings along several blocks of East Sprague have been renovated and now serve as restaurants, pubs, furniture stores, boutiques, offices, and providers of various services, among other uses.

Figure 21. East Sprague (From 1909 E Sprague Ave, Spokane, WA 99202)



The images below show the building at 2823 North Monroe Street before and after renovation, as well as a 2023 interior photo. As described above, commercial adaptive reuse projects typically follow a particular template: Developers purchase a building that is vacant or significantly underutilized, make a series of exterior/aesthetic and interior, building systems, and/or tenant improvements, and then lease the building out at a higher rental rate, measured on a rent per square foot basis. The higher rents cover the building improvement costs, which are often in the \$100 to \$200 per square foot range but vary widely depending on the scope of work, cost of acquisition, and other costs.

In 2008, the 2823 North Monroe building appears to have been vacant. Today, the building is a highly active coffee shop. The interior photo below illustrates why such renovations are important to Centers: they tend to be more intensive uses and bring people together in Centers. Housing developers often consider active commercial properties like this to be an important amenity, that can influence their decisions about where to build housing. High intensity uses in Centers creates opportunities for people to cross shop at other commercial storefronts. Renovations can be highly effective, even if the exterior building design does not change dramatically, as is the case at 2823 North Monroe. Unfortunately, LCG does not have a high-quality data set with which to determine where most adaptive reuse projects have occurred.

Adaptive reuse projects are relevant to this analysis not only for the benefits they provide to Centers, but because they compete with other project types, particularly multifamily projects, for the buildings and land that are available in Centers. As we will explain further below, when adaptive reuse projects are more profitable than multifamily projects, they can take place instead of multifamily projects.

**Figure 22. 2823 N Monroe Street**

Before renovation, 2008



After Renovation, 2022: Ladder Coffee Roasters



Ladder Coffee Roasters Interior, 2023.



Adaptive reuse projects are not just completed within historic buildings. Renovations take place all the time at commercial Centers built after the mid-20<sup>th</sup> century. Commercial buildings exist in a continual state of adaptation, in response to tenants that move or out, expand or contract—even though this is difficult to notice on a day-to-day basis. Figure 23 shows one example of the adaptive reuse of the Manito Shopping Center, built in 1969. Gottschalks, a department store chain that was founded in 1904 occupied the space until about 2009, when the company declared bankruptcy. The space is now occupied by at least two different businesses—Manito Tap House and Ross clothing store.

Commercial buildings in mid-century and recent Centers can be adaptively reused, or demolished and then redeveloped. Both approaches can create new opportunities for Centers that are more mixed-use, higher-density, and walkable, but they can also create keep exiting land use patterns essentially in place, even when building exteriors and interiors change.



Figure 23. Manito Shopping Center



Photo Source: [KHQ](#).



Photo Source: [Spokane Journal](#).

## Wood Frame Apartments

Two examples of wood frame apartments are shown below. The Millennium Apartments, located near the West Broadway center and Kendall Yards, is a three story, surface parked building completed in 2019. Millennium Monroe is a two-phase project that will include two four story, surface parked buildings in the North Monroe corridor. The latter is now under construction and is expected to be complete in late 2023 or 2024. Neither project includes ground floor retail within the multifamily buildings, but Millennium Monroe will have an adjacent commercial component (also under construction). Both of these projects represent some of the more ambitious multifamily projects to be recently undertaken in or near Spokane's Centers.

While they appear to be about the same scale, the earlier Millennium Apartments is much less dense (40 units per acre) than the Millennium Monroe will be upon completion of both phases (103 units per acre). This higher density is

achievable because of a much lower on-site parking ratio (0.4 spaces per unit for Millennium Monroe compared to 0.9 per unit for the earlier project), and the fact that the developers of the Millennium Monroe will be able to add 20 parallel spaces on the street surrounding the site. These parallel spaces will not be dedicated solely to residents of the project but will probably be highly utilized by them. Parking is a critical determinant of residential density, and low parking ratios and creative approaches to parking can enable more residents to live in Centers.

**Figure 24. Wood Frame Apartments: Example Projects**

Millennium Apartments



Millennium Monroe



## Mid-Rise Apartments

Figure 25 below shows the site of the Warren Apartments, before and after redevelopment. Prior to redevelopment, the site was highly underutilized: a small 1,500 square foot drive-through bank building on a 0.65-acre site, or a 0.05 floor-area ratio (FAR), in the East Downtown area. Unlike the projects featured above, the Warren is not located in one of Spokane's Centers. Today, following its completion in 2022, the Warren is a 139-unit (214 units/acre) mixed-use, mid-rise, podium building, with 1,900 square feet of ground floor commercial space and 60 structured parking spaces. The ground floor also features a lobby, a small plaza, and a dog park for residents. Some of the exterior facing is brick/masonry. In many regards, the Warren embodies the type of project that Spokane's Comprehensive Plan envisions for Centers: It is higher-density, mixed-use, with high quality design features.

### Figure 25. The Warren Apartments, before and after redevelopment

206 W Riverside Avenue, before redevelopment, circa 2020



The Warren Apartments, 206 W Riverside Avenue, Spokane



Source: CoStar; Design Review Board submittal by GGLO Architects.



## Comparison of Multifamily and Mixed-Use Projects

Figure 26 below compares the three multifamily and/or mixed-use projects described above. The lowest density project (Millennium Apartments) is at left and the highest density project (The Warren) is at right. As discussed above, these projects have some things in common (i.e., they are largely multifamily rental apartment projects), and many differences (including location, year built, number of stories, prototype, type of parking, number of units, density, parking ratios, and rent).

Asking rents per square foot (the amount of rent that the property managers are asking for via fall 2023 marketing) and effective rents per square foot (the amount of rent that residents are actually paying, which reflects leases that have been signed over many months, and accounts for concessions such as months of free rent) are shown below. As discussed above, rent is of critical importance to developers' decisions about whether to build or not build a project and to what prototype to build. Developers must achieve higher rents per square foot in order to build the more-expensive mid-rise podium prototype.

**Figure 26. Comparison of Multifamily and Mixed-Use Projects**

	<b>Millennium Apartments</b>	<b>Millennium Monroe</b> (Phases 1 and 2)	<b>The Warren Apartments</b>
<b>Location</b>	Near West Broadway	In Monroe Corridor	In Downtown East
Year Built	May-19	2023 or Early '24	Oct-22
Stories	3	4	6
Prototype	Wood Frame Apts.	Wood Frame Apts.	Mid-Rise Podium
Parking	Surface	Surface	Structured
Land Area (Acres)	0.67	0.93	0.65
Dwelling Units (du)	27	96	139
Density (du/acres)	40	103	214
Retail Area (SF)	-	-	1,900
Parking Spaces	25 0.9	37 0.4	60 0.4
Asking Rent/SF/Month, All Units	\$1.77	\$2.00	\$2.50
Effective Rent/SF/Month, All Units	\$1.77	\$2.00	\$2.29

Source: CoStar, Apartments.com, Leland Consulting Group.

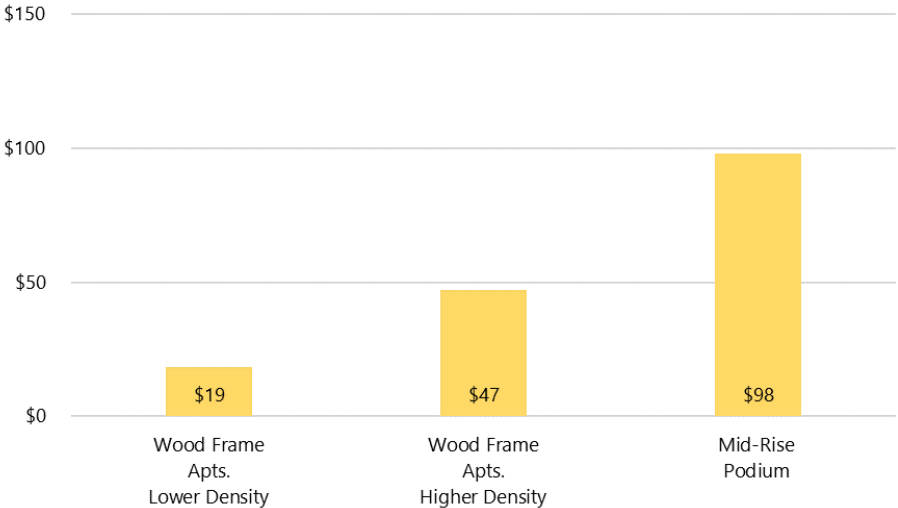
At \$2.00 per square foot per month, a 700 square foot one bedroom unit would be \$1,400. Developers interviewed suggested that this reflects the high-end rents that are currently achievable in Spokane's Centers. (Note that, because the Millennium Monroe project is not built or operating yet, the rents shown above are estimates based on market data and LCG's interviews. The rents shown for the Millennium Apartments are via CoStar and Apartments.com).

Market-leading rents, of between \$2.29 to \$2.50 per square foot per month are only being achieved in Downtown Spokane, and perhaps some adjacent areas such as the University District and South Hill/Medical District. This number is notable for several reasons. First, it suggests that, until data emerges that demonstrates that per square foot apartment rents are comparable in Centers or other locations, most or all developers will not be able to build mid-rise podium projects in Centers. Second, Spokane’s downtown rents are significantly lower than rents reported in large metro areas, such as many parts of the Puget Sound region. Analysis conducted by LCG suggests that developers in Puget Sound are building new mid-rise podium projects only in locations where they believe they can achieve rents of \$3.50 to \$4.00+ per square foot. While some development inputs differ between the Puget Sound and Spokane markets (such as land costs and permitting fees), many costs are generally the same or similar (construction costs, particularly materials). Unfortunately, this means that major real estate investors and developers who can decide where they allocate their time and capital will continue to find that investments in podium projects west of the Cascades continue to offer better returns.

### Financial Feasibility of Redevelopment

Figure 27 shows the maximum amount (or residual land value) that LCG estimates a developer in Spokane could afford to pay in 2023 for a potential development site (including the cost to acquire both the land and any buildings on the site). As shown below, this property value varies significantly depending on the density of the project since developers essentially have a per-unit maximum that they can pay for property. Based on LCG’s analysis of recent land transactions and interviews with developers and brokers, LCG estimates that developers of multifamily projects can afford to pay \$20,000 per apartment unit that they plan to build. Assuming the development is feasible, all other things equal, developers will be able to pay significantly more for a project whose density is 200+ units per acre compared to one that is 40 units per acre. The projects shown below reflect the basic attributes of the specific projects discussed above but do not necessarily share all of the same details.

**Figure 27. Maximum Land Purchase Price per Square Foot for Wood Frame and Mid-Rise Apartment Projects**



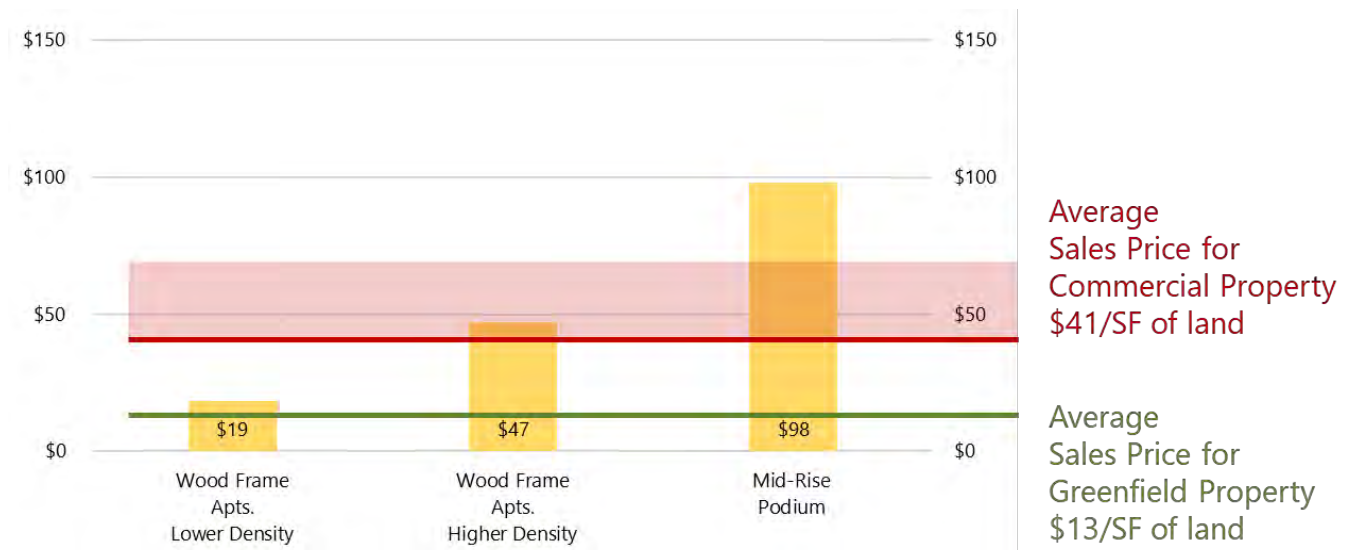
Source: CoStar, developer interviews, Leland Consulting Group.

Figure 28 shows the maximum purchase price for wood frame and mid-rise podium projects, along with the average sales price for commercial property in the City of Spokane, and the average sales price for greenfield properties (vacant, undeveloped properties near the edge of the city) reviewed by LCG.

According to CoStar, for sales of commercial properties that took place between May 2022 and May 2023, the average sale price of commercial properties in Spokane (shown as a red line below) is \$145 per square foot of rentable building area (RBA), or about \$41 per square foot of land (site) area. However, LCG estimates that typical commercial properties in Centers can sell from about \$40 to \$70 per square foot of land (shown as a shared red area below; \$70 per square foot of land equates to \$250 per square foot of building area). Commercial properties that are in very good condition, are well located, generate high rents, or are smaller can certainly command higher prices than those shown below. Commercial properties that are dilapidated can sell for less, however, these may also come along with development challenges such as perceived or actual environmental contamination, expensive demolitions or sitework (e.g., grading or retaining walls), steep slopes, etc. The average sales price of greenfield properties reviewed by LCG is \$13 per square foot of land area; naturally most of these properties are located near the edge of the city.

This figure illustrates some of the key challenges for development in Centers. While lower-density wood frame apartment projects should be able to acquire greenfield properties, it is unlikely that they will be able to pay for most commercial properties, and most of the developable lots in Centers are in existing commercial use. Developers of lower-density apartment projects are competing with commercial adaptive reuse developers and commercial investors with no intention to adaptively reuse commercial buildings for land and buildings, and these commercial developers are able to outbid them.

**Figure 28. Maximum Land Purchase Price per Square Foot for Apartment Projects Compared to Price of Commercial and Greenfield Sites**



Source: CoStar, developer interviews, Leland Consulting Group.

The picture is somewhat different for developers of higher density wood frame apartment projects such as Millennium Monroe. Projects like Millennium Monroe should be able to outbid commercial adaptive reuse developers and commercial investors for the average commercial property, but not commercial properties that are somewhat above average. LCG’s developer interviews underscore this point: While developers of the Millennium Monroe and comparable projects have been able to find properties on which to build their projects, it is not easy. There are not many properties that are of adequate size, in good locations, that are selling at a price that these developers can pay.

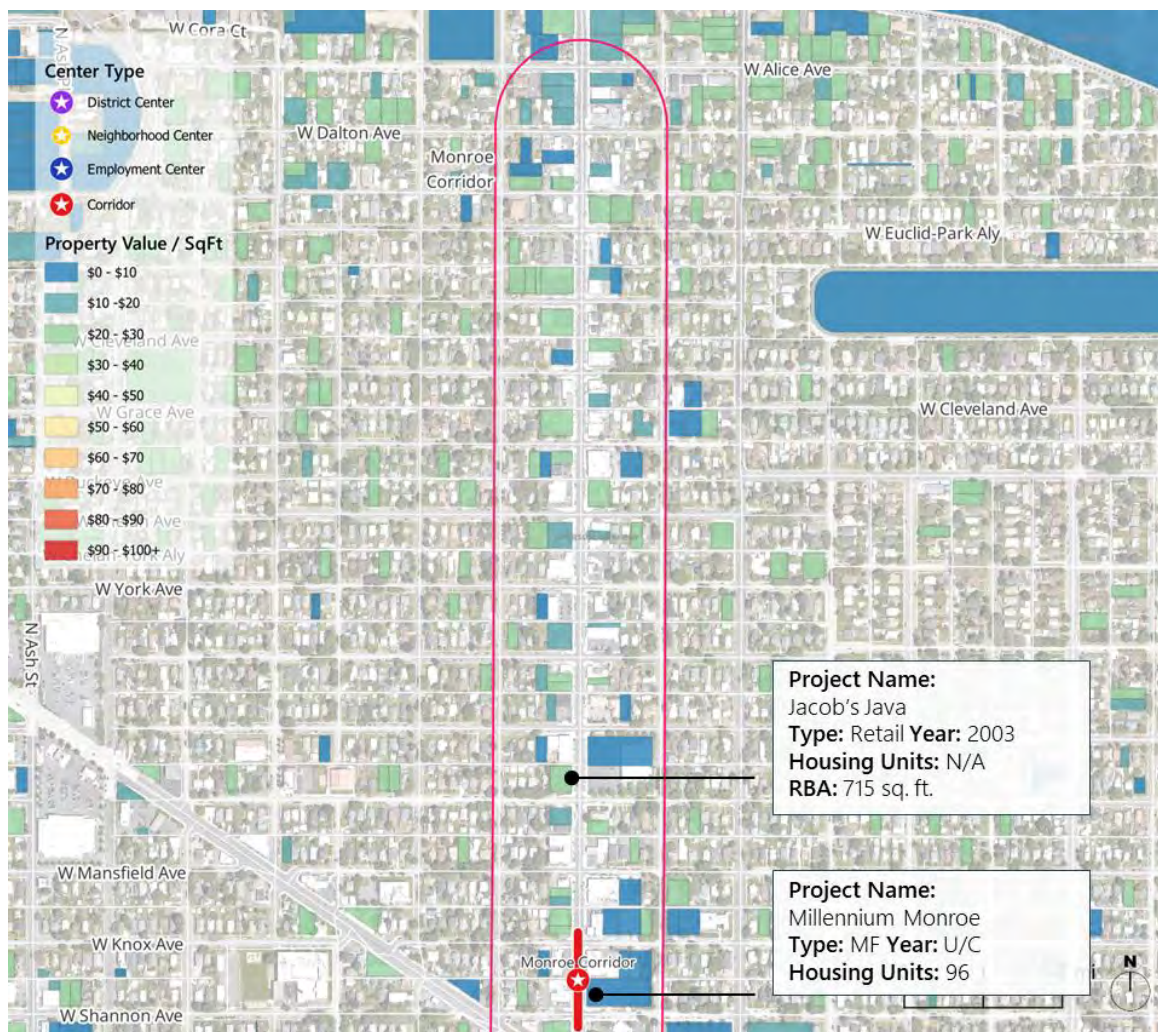


This analysis indicates that developers of mid-rise podium projects will have a much easier time finding land that they can afford. Because they are able to pay nearly \$100 per square foot for land, they should be able to outbid other buyers of commercial land, particularly those seeking to complete adaptive reuse projects or investors seeking to continue to manage commercial properties as-is. However, as discussed above, mid-rise projects do not appear to be feasible in Centers, and will be challenging even in downtown locations.

## Land Value in the Monroe Corridor

Figure 29 shows the parcels in the northern part of the Monroe Corridor that are valued by the Spokane County Assessor at or below \$30 per square foot, and therefore some of the challenges facing developers of wood frame apartments in this and other Centers. Figure 29 also shows the two new ground-up development projects that have been initiated in this area since 2001 (multiple adaptive reuse projects have been completed).

**Figure 29. Land in the Monroe Corridor Valued at Less than \$30 Per Square Foot**



Source: Spokane County Assessor, LCG.

As shown above, LCG projects that lower-density wood frame apartment projects can pay a maximum of \$20 per square foot for land. There are not many properties that are valued at \$30 per square foot or below. Many of the properties in

this category are small, residentially zoned, and/or not located on Monroe. While small properties can be developed, they generally depress multifamily developers' financial returns since developers' revenues decrease along with unit count, while many fixed costs and professional fees (for construction management, design, transportation analysis, legal, etc.) do not decrease the same amount.

Figure 29 also shows the Millennium Monroe project, which is leading to the redevelopment of one of the larger low-value sites on the Monroe Corridor. (Its value will increase once redevelopment is complete and a new tax assessment is completed.) This reflects the fact that redevelopment is more likely to occur on large, low-value sites.

## Developers report that a range of regulation is limiting their ability to build infill development.

As a part of this market analysis, LCG interviewed developers active in Spokane, who identified the following zoning and regulatory challenges to building infill projects in the city:

- **Zoning is not perfect, but it's not *the* problem.** Developers generally do not view the zoning code and development standards under BOCA as a big obstacle to development in the Centers and Corridors; BOCA is an improvement (See Section 17C.400.040 Pilot Center and Corridors Development Standards - <https://my.spokanecity.org/smc/?Chapter=17C.400>). Nonetheless, some issues with current zoning include:
  - The parking regulations in BOCA are good but in the base code are too high.
  - Existing (non-BOCA) **height maximums** in most Centers prevent a 5-over-1 podium project.
  - There is lack of clarity about whether maximum heights include parapets, rooftop structures such as elevators and mechanical; rooftop decks are often prevented by the fire department.
- **BOCA or similar standards should be made permanent.** Developers were concerned about building to the "interim" BOCA standards because development projects take years from concept to completion and these standards could be rescinded or changed. Therefore, developers feel more comfortable building to the "permanent" standards—even if they are less favorable, they will be around for years.
- **The City's Design Standards deter development in Centers.**
  - [Design Standards](#) require developers to undertake a lengthy and unpredictable design review process for most development within Centers. The process can take months or years to complete, and requires more time and budget to be allocated to land holding costs and interest payments, architects, engineers, consultants, etc. In most cases, particular requirements seem reasonable—the time and unpredictability are the issues. In some cases, developers felt that requirements do seem unreasonable, such as the reported requirement that all sidewalks must be 12 feet wide and paved; one developer interviewed felt that wide sidewalks with wide (unpaved) planter strips are more appropriate in some Center locations.
  - The Design Review Board (DRB) is often too stringent with design review and process of being granted a variance is onerous and long.
  - The City should consider reforms to the design review process, for example, enabling the planning director or hearing officer to make decisions on design standards.
  - **Developers with experience in other metro regions** felt that Spokane's design review process was *not* more onerous.
- **City Silos.**
  - Developers pointed out that there are at least two major permitting "silos" within the City:
    - Planning, Zoning, and Economic Development
    - Engineering and Public Works in another.
  - This creates a few major problems:

- The two silos work on different timelines. One department may be ready to approve a project, while the other may be months away. There is no staff person who can align the two silos.
  - The Engineering and Public Works process can be very onerous and can require developers to study stormwater, water, sewer, etc. issues early on in the development process—which is an expensive deterrent—and Engineering and Public Works may require developers of small sites to solve district-wide stormwater, water, sewer, etc. issues. “Someone building 1 or 2 lots should not be required to build out 300’ of sewer and water pipes.”
  - Engineering and Public Works issues on infill lots should be easier than greenfield lots since everyone knows the existing conditions of infrastructure surrounding the site.
  - The Engineering and Public Works process deters infill development.
- **Urban Forestry.**
  - Developers stated that, “we want trees in our city as much as our neighbors.”
  - They stated that the [Urban Forestry](#) process needs to be better defined. There are too few clear and objective standards such as the species and size/diameter of trees that must be retained. This makes the process feel arbitrary and can cause projects to be redesigned late in the development process, creating significant expense and/or reducing the value of the final project.
- **Energy Code.** A new 2021 Washington State Energy Code (WSEC)-R has been adopted and is adding to the cost of construction.
- **Other.** Several regulatory issues were not mentioned during our conversations, but in our experience, are significant obstacles in other markets, particularly for infill projects:
  - Surprisingly, **SEPA** did not come up as a significant regulatory obstacle in our conversations.
  - **Stormwater.** Often, when developers are redeveloping commercial or industrial properties into housing or mixed-use projects, they must complete extensive stormwater improvements in order to retain stormwater on site and minimize pollution. This can be a strong incentive to retain properties in their existing use.
- **The issue is not one challenging regulation, but many.**
  - This is an issue that seems to be challenging development in many cities. According to the [New York Times](#), “Piles of regulations, or “kludge,” and a culture of “no” are limiting” development in large metro areas.
- **Streamlining.**
  - The City should consider consolidating permits under a single entity, empowering certain staff to make decisions within both the Planning and Engineering, or taking other actions that streamline the process. [This is currently under discussion in Portland ([1](#), [2](#)) and other cities.]
- **A simplified Mixed-Use zone** would simplify understanding of CCs within broader citywide zoning context; many developers are currently “scared” of working in the CCs. The term “mixed-use” sends a clearer message to developers about what the City wants and allows in the area. CCs have a bad reputation.
- **Allowing rezoning to Mixed-Use.** The existing framework constrains the possibility of new Centers being formed. A standardized set of MU zones would simplify this process and allow property owners to go through the process of making a zoning change.

## Market Forecast and Conclusions

### Centers Categories, Attributes, and Implementation Frameworks

Figure 30 summarizes some of the issues discussed above through the framework of the Centers era or category. Centers in these categories have different assets and face different challenges. It is important to recognize that Spokane's Centers are also very diverse, and despite the generalizations made below, vary widely within era categories.

In general, historic and mid-century Centers have seen relatively low amounts of development over the past two decades, in part because there has been and continues to be a limited supply of low-cost land in these Centers. Recent Centers have seen significant amounts of development, in large part because they have been built out on vacant, low-cost land.

However, historic Centers have certain advantages: They are generally well connected, with higher walk scores and therefore a range of desirable amenities in close proximity to homes and potential homes. They tend to have better transit service. By contrast mid-century Centers vary in terms of connectivity, walk score, and transit; recent Centers have low levels of connectivity, walk score, and transit.

The buildings in historic Centers are old, which presents both challenges (many require costly repairs) and opportunities (lower costs of acquisition due to age and condition; adaptive reuse and redevelopment opportunities). Buildings in mid-century Centers are also near the end or past their economic lifespan (we assume that buildings that are 50 years or older are "old" and need major capital investments). Buildings in recent Centers are by definition new. They tend to have fewer issues, and also be better suited to their existing tenants, who tend to have signed long-term leases. Owners of buildings in this condition are less motivated to consider adaptive reuse and/or redevelopment—there is less of a reason to fix something that they do not see as broken.

Centers of different eras also differ in some ways that are not entirely advantages or disadvantages. Historic Centers have "thick" markets—many properties with diverse property ownership and many potential buyers, whereas mid-century and recent Centers have much thinner markets, with a smaller pool of property owners. A thicker market creates more opportunities for smaller-scale, incremental development, but it also means that it is difficult for any party to make big, quick changes to the built environment. Mid-century Centers have much thinner markets, with more institutional owners of larger properties. This makes incremental development harder, and means each property owner is more important to the success of the Center. Depending on the outlook and preferences of the small number of property owners, it can create the opportunity for large-scale redevelopment (at the right time) or block such changes.

These attributes suggest some key takeaways. Historic Centers are desirable today and should become more so in the future due to their connectedness and amenities, but will also remain difficult locations for development, given the fact that they feature small properties and high land and building costs. In mid-century Centers, developers will consider redevelopment at Centers with strong demographics, though redevelopment in other Centers will be challenging due to higher land costs. In most recent Centers, low-cost land will remain available and will continue to develop, but after the supply of low-cost land is exhausted, redevelopment will be difficult since the buildings will be new.

In historic and mid-century Centers, LCG believes the first policy priority should be to attract development and redevelopment (since little development has taken place, and there should be opportunities to attract development), followed by focusing on improvements to connectivity and walkability (e.g., improved street crossings and right of way improvements, as on East Sprague). In recent Centers, the focus should be to better connect commercial and residential developments that are already in place.

Figure 30. Centers Categories, Attributes, and Policy Approaches

Center Era	Historic	Mid-Century	Recent
<b>Key:</b>	Factor that suggests <b>more</b> development in the future.	Factor that suggests <b>less</b> development in the future.	
<b>Recent Development.</b> Significant development in last 20 years?	Minimal	Minimal	Significant
<b>Low Value Land.</b> Large amount of vacant land available for development?	Minimal	Minimal	Yes
Well Connected, High Walk Scores, Close to Downtown	Yes	Varies	Generally, No
Transit	Moderate to good service	Moderate to low service	Low service levels
Buildings near the end or past their economic lifespan?	Yes	Yes	No. Property owners will tend to allow existing businesses to remain and thrive.
Market Size: Number of property owners	Thick market: Many property owners and tenants.	Thin market: Fewer property owners.	Thin market: Fewer property owners.
Takeaways	Desirable today and will become more so in the future but will remain difficult locations for development.	Developers will consider redevelopment at Centers with strong demographics; others will be challenging.	Low cost/vacant land is likely to continue to develop; after this develops, redevelopment will be difficult since buildings are new.
Policy Priorities	1. Attract Development/ Redevelopment. 2. Improve Connectivity & Walkability	1. Attract Development/ Redevelopment. 2. Improve Connectivity & Walkability	1. Improve Connectivity & Walkability 2. Attract Development/ Redevelopment;
Implementation Frameworks	<a href="#">Main Street Approach</a> <a href="#">Incremental Development</a> <a href="#">Build Small</a>	<a href="#">Retrofitting Suburbia</a> <a href="#">Public Private Partnerships, ULI</a>	<a href="#">Retrofitting Suburbia</a> <a href="#">Public Private Partnerships, ULI</a>
Potential Center Models	Proctor, Tacoma; Ballard, Seattle; Alberta, Portland.	Downtown Kenmore and Bothell; Belmar, CO.	Mill Creek Town Center, WA; Orenco Station, OR. Belmar, CO.

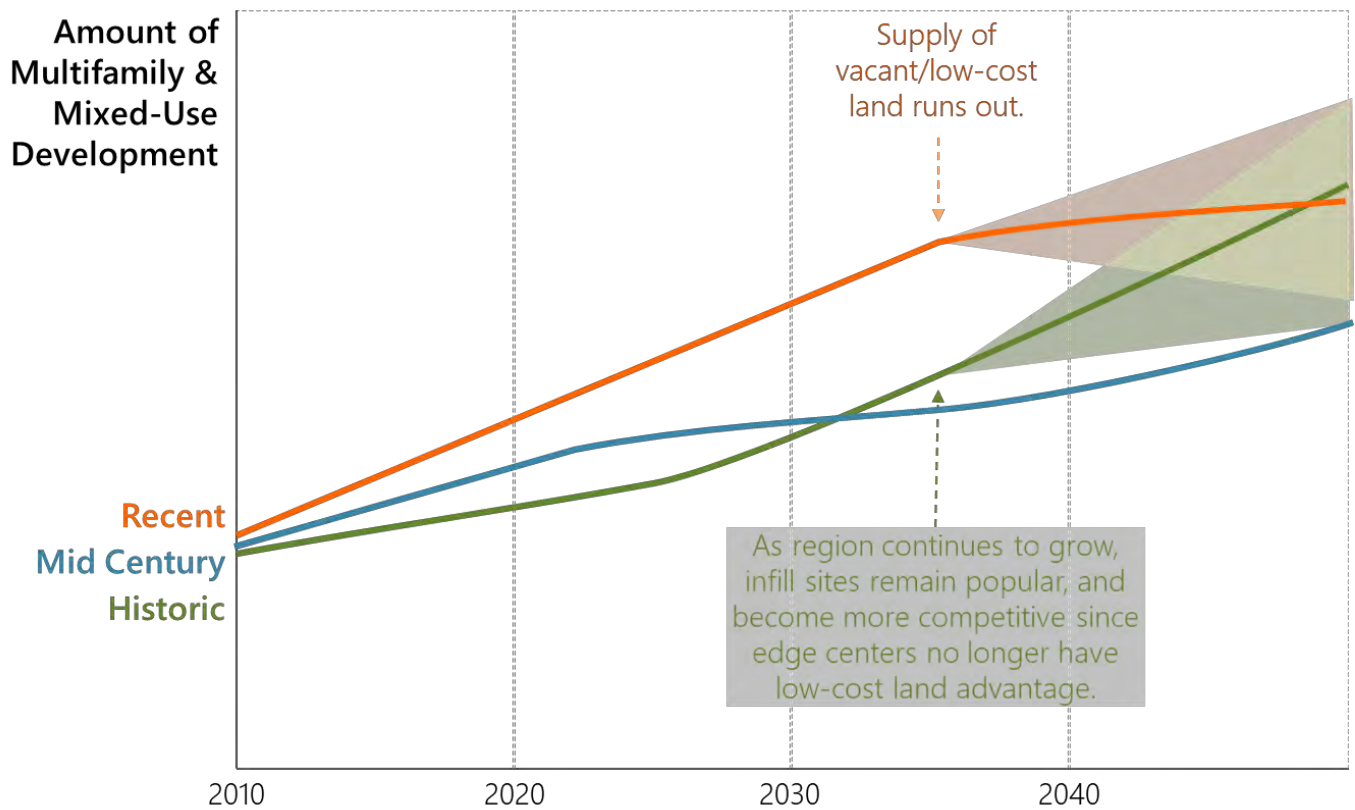
Source: Leland Consulting Group.



Figure 30 also shows some “implementation frameworks” and potential Center models. Historic Centers can use frameworks such as the Main Street Approach and Incremental Development, while the Retrofitting Suburbia and PPP approaches are better suited for mid-century and recent Centers.

Figure 31 shows another way to conceptualize LCG’s forecast for various types of Centers. The lightly shaded areas at right show that there can be significant variation along a general trend line. For example, while we project that historic Centers will attract more development over the next 20 years, the increase could be large or modest, depending on factors described in this report, such as the strength of the regional and city economy, interest rates, city zoning/regulation, incentives, and other factors.

Figure 31. Forecast for Historic, Mid Century, and Recent Centers



Source: Leland Consulting Group.

## Evaluation of Key Centers Attributes

Figure 32 shows a series of key attributes for all 23 of Spokane’s Centers and Corridors. In most cases, this figure shows “metrics” that have been assembled from several other data inputs. For example, the first metric shows a combination of the Center’s walk score, age of construction, connectivity (linear feet of streets within the Center), and distance to downtown, because these attributes combine to suggest the Center’s overall appeal for residents, tenants, and developers interested in mixed-use walkable communities. This metric allows us to combine inputs that are measured in different units (e.g., walk score number and linear feet).

The figure is organized to reflect the three Center eras: historic, mid-century, and recent. Within these categories, the Centers with the strongest metrics and the most promising prospects for higher-density, mixed-use development are shown first.

The second metric shows the concentration of small (1 and 2 person) households and white-collar employment. Both demographic attributes are correlated to demand for higher-density infill housing (see page 25). The third metric shows the Center’s per capita income as a share of the Center with the highest per capita income (Manito). Developers will generally seek to invest in residential and commercial real estate in areas where higher income households live. Per-capita income was chosen rather than household income, since smaller (urban) households often have lower household incomes but higher per capita incomes.

**Figure 32. Evaluation of Key Centers Attributes**

Name	Era	Type	Metric: Walk Score, Age of Construction, Connectivity, Distance to Downtown	Metric: Small Households, White Collar Employment	Metric: Per Capita Income	Metric: Development, 2001-2023	Metric: Recent Development, 2018-2026	Low Cost Land (Acres)
Monroe	<b>Historic</b>	Corridor	85	59	51	11	42	27
Garland	Historic	NC	73	54	55	0	24	7
West Broadway	Historic	NC	80	71	63	28	0	28
South Perry	Historic	NC	68	66	60	2	0	22
East Sprague	Historic	EC	66	52	46	8	0	32
Cannon & Maxwell	Historic	EC	70	55	50	1	0	20
Hillyard	Historic	Corridor	55	37	38	7	0	91
Manito Shopping Center	<b>Mid Century</b>	DC	59	79	100	2	3	7
14th & Grand	Mid Century	NC	64	98	88	1	0	22
Lincoln Heights	Mid Century	DC	54	80	61	5	9	20
Hamilton	Mid Century	Corridor	69	59	33	23	42	34
Trent & Hamilton	Mid Century	EC	54	76	27	7	0	56
Shadle	Mid Century	DC	47	61	69	0	0	35
Five Mile	Mid Century	DC	45	54	63	16	25	51
North Town	Mid Century	DC	57	54	46	8	0	10
Holy Family	Mid Century	EC	54	56	48	29	6	13
North Foothills	Mid Century	EC	54	49	48	4	10	19
Indian Trail	<b>Recent</b>	NC	33	66	96	67	100	41
57th & Regal	Recent	DC	33	89	81	100	82	24
Southgate	Recent	DC	33	84	72	56	0	55
Lincoln & Nevada	Recent	NC	33	56	65	19	0	61
SFCC	Recent	NC	27	68	73	19	12	32
North Nevada	Recent	EC	35	56	49	23	4	80

Source: Leland Consulting Group.



The two development metrics show the amount of development that has taken place over the past two+ decades (2001 to 2023), and the recent past and near-future development pipeline (2018 to 2026). Both of these can indicate development momentum. The final column shows the acres of low-cost land valued at \$20 per square foot or less.

Some notes on individual Centers are:

### Historic Centers

- Monroe: Highly walkable and connected; highly accessible to downtown. Reasonably good demographics; recent development momentum.
- Garland: Well-connected; household size and employment not as favorable as Monroe but incomes higher; planned development is very encouraging. Minimal land available.
- West Broadway: Well-connected and close to downtown/central Spokane and Kendall Yards. Strong demographics and incomes. Significant development over the past two decades suggests future demand. No development in the pipeline. LCG projects some continued development and adaptive reuse projects here in coming decades.
- South Perry: Well-connected; reasonably good demographics, particularly incomes. One modest size for-sale townhome housing project has been completed but is not reflected in the development data. Multiple adaptive reuse projects. One small retail development completed over past two decades, and no known development projects in the pipeline. Absence of projects in the pipeline likely reflects minimal low-cost land and small lots, which will continue to present a challenge.
- East Sprague: This Center has seen numerous adaptive reuse projects and is successful from that point of view, but minimal new residential or commercial projects. Development to the north and west are likely to generate some more demand for new development, but no known development is in the pipeline. Designated as an Employment Center, but future development is still more likely to be commercial adaptive reuse and multifamily, rather than general employment; zoning should allow these development types.
- Cannon & Maxwell: Well-connected and reasonably close to central Spokane; Walk score suggests presence of neighborhood amenities. Very small amount of historic development and none in the pipeline. Designated as an Employment Center, but future development is still more likely to be commercial adaptive reuse and multifamily, rather than general employment; zoning should allow these development types.
- Hillyard: This Center has a charming historic main street; however, it is far from downtown and has a relatively low walk score, likely reflecting the large number of regional serving antique stores and small number of neighborhood-serving businesses; current employment, household, and income demographics are relatively weak. The large amount of low-cost land is likely reflecting industrial land, and potentially some publicly owned land associated with WSDOT's North Spokane Corridor project, and therefore probably does not offer significant opportunities for higher-density, mixed use development. Higher density development is possible here given the historic fabric, but it is likely to lag most or all of the historic Centers above.

### Mid Century Centers

- Manito Shopping Center. The highest incomes of all Centers; small households and high levels of white-collar employment. This should be a desirable location for developers to continue to complete commercial adaptive reuse projects and add housing if possible. However, the small amount of low-cost land and existing large format retailers will present challenges.
- 14th & Grand. Very high prevalence of small households and high levels of white-collar employment; high incomes. A high connectivity metric reflects the area's well connected street network and proximity to downtown, but fails to accurately reflect challenges such as high traffic speed and narrow/incomplete sidewalks. Similar to Manito, we would expect developers to show interest in adaptive reuse and/or development here, but nearly no development has taken place. The City should consider a four-to-three lane "road diet"/roadway improvement for several blocks on Grand, particularly if it can be paired with some adaptive reuse/storefront improvement grants for a few of the historic commercial buildings.

- Lincoln Heights. Similar to Manito and 14<sup>th</sup> and Grand, above, though incomes and connectivity are lower.
- Hamilton. While incomes are relatively low, proximity to universities could make this a desirable development location.
- Trent & Hamilton. Similar to Hamilton above.
- Shadle. Most land in this Center is controlled either by large-format commercial uses or large-format public property owners (middle school, high school, library, parks, surface parking). The large-format commercial uses are unlikely to change in the near term. Redevelopment or reuse of the public properties is possible but seems unlikely based on the input LCG has received. Highly imaginative planning, along with shared or structured parking, could enable higher-density mixed use development on public properties. This center is not very well connected. Demographic indicators are reasonably good.
- Five Mile. This Center has more in common with many recent Centers. While there has been significant development over the past 20 years, it has been disconnected, surface parked commercial and multifamily. Connectivity is low and demographics are moderate. Several large, undeveloped sites remain east of Ash Street and appear to be developable, likely as multifamily. The remaining development sites are small or highly sloped. Following development of the existing undeveloped sites, additional development will be challenging due to high acquisition costs.
- North Town. The NorthTown Mall is located here. Malls represent a unique redevelopment/reuse opportunity that is much different from neighborhood-serving, grocery anchored retail Centers. While grocery-anchored retail has been resilient and appears unlikely to change in the near to medium term, many malls are in a state of dramatic change as anchors such as Sears, JC Penny, and others face existential challenges from online shopping, and consumer shopping preferences shift away from malls. Many malls are being redeveloped as mixed-use destinations and adding significant amounts of housing, sometimes along with other uses. The south side of the mall, particularly the former Sears space, presents a significant adaptive reuse or redevelopment opportunity. The abundant structured and surface parking could probably support more housing. However, redevelopment and reuse will be challenging since most property is already utilized in some way, and because the incomes and household demographics in the surrounding area are modest. A public private partnership employing tax increment financing or other tools may be possible.
- Holy Family. Not well connected with modest household and income demographics. Designated as an Employment Center due to the presence of the Providence Holy Family Hospital and many related healthcare services here. Healthcare uses present an opportunity to add housing, medical offices, and other uses. This is the location of the largest amount of employment development in all of the Centers over the past two decades, a series of medical offices and clinics. It is not clear whether this trend can continue as the area appears reasonably built-out. Higher-density housing has been built in proximity to medical campuses (e.g., South Waterfront, Portland), but should be strongly supported by medical institutions and carefully planned.
- North Foothills. Employment Center. Weaker demographics than most other mid-century Centers. A campus of historic buildings is occupied by the City of Spokane's Water Department. Most land appears built out. A modest amount of multifamily and industrial development has taken place.

### Recent Centers

- Indian Trail. Very strong development momentum over past two decades. Several large undeveloped properties remain within the Safeway-anchored commercial center. These could be developed as commercial or multifamily; commercial is more likely. Following development of these sites, development is likely to slow significantly, since a modest amount of low-cost land remains. Single family development, outside of the Center, is likely to continue for many years. There are a significant number of commercial uses and housing here, so city transportation investments to enhance road crossings, connectivity, and aesthetics are possible.
- 57th & Regal. A major assisted living project is underway. Some vacant/buildable sites remain, both within and near the center, which should build out during the coming years. Household demographics and incomes are reasonably

strong. Following development of the readily vacant/available sites, development is likely to slow significantly. There are a significant number of commercial uses and housing here, so city transportation investments to enhance road crossings, connectivity, and aesthetics are possible.

- Southgate. Similar to 57<sup>th</sup> and Regal.
- Lincoln & Nevada. Not well connected, low walk score. Moderate demographics. A large amount of vacant, commercially zoned land is located at the main intersection and will probably be built out as surface parked commercial in the coming years. A large amount of vacant light industrial land is located in the northeast part of the Center and beyond; the zoning for some or all of this property should be reconsidered, and potentially rezoned to allow commercial, middle housing, multifamily and other uses.
- Spokane Falls Community College (SFCC) is a unique center. The dominant use is the community college, which is complemented by wood frame apartments and some other uses. It has the lowest metric for walk score and connectivity of all the Centers, since it has very few commercial uses and low connectivity. Household demographics and incomes are reasonably strong. Some low-cost and vacant land remains, both within and near the center, though some of this land is owned by the community college. Some opportunities for commercial and additional multifamily development remain, and LCG expects development on these properties. The primary question is whether a significant commercial component will be added at Whistalks Way and River Ridge; this is unclear as developers may continue multifamily development on this site.
- North Nevada. Not well connected. Designated as an employment center, but no major employers are apparent. Modest household demographics and relatively low per capita incomes. A large amount of vacant/low-cost land is within the ¼ mile center radius, but is located outside the city and therefore future development is uncertain. The location of the center “placemark,” between East Jay and Holland Avenues, is not at a major intersection. Spokane International Academy appears to control a large and underutilized property; we assume, however, that this site will continue to be used for education in the future and therefore will not be available for development. The very low population density to the east, and high levels of retail competition to west, will make commercial development difficult here. Unless annexations and/or rezonings are completed at this Center, it is not clear that it merits focus as a Center location for future mixed-use development.

## Implementation and Incentives

The City’s ability to encourage more development in Centers goes far beyond its zoning code. In order to catalyze more success in the City’s Centers, it will be critical to make the City’s interim Building Opportunity and Choices for All “BOCA” zoning standards permanent, and in some cases modify BOCA interim housing code standards (as covered in companion analysis by MAKERS urban design). However, the City can and should do more. A series of implementation actions are listed below, with the “low hanging fruit” (most likely to be achieved) at the top. City efforts should be focused on the Centers that have the most potential to accommodate higher-density mixed-use development, either based on this analysis, other parts of the Centers and Corridors update study, or other City initiatives.

- Zoning modifications
- Design Review modifications
- Simplify, streamline, and shorten the development review process in Centers.
- MFTE program – retain and refine if necessary.
- Continue to partner with other public agencies, such as the STA TOD program. Explore partnerships with other parties, such as affordable housing developers.
- Make streetscape improvements, such as those completed on North Monroe and East Sprague, crossing improvements, and other multimodal transportation improvements.
- Market and promote the concept of walkable, higher density, mixed-use development in Centers to development groups such as the Urban Land Institute (ULI), even if it evolves over time into a mixed-use zone or other regulatory framework.

- Continue to stay abreast of implementation frameworks such as the Incremental Development Alliance, Retrofitting Suburbia, and public-private partnerships via the ULI.
- Invest in district-wide utility and public works improvements and assurances of capacity (e.g., to water, sewer, stormwater, and/or other systems), which can give developers assurance regarding the condition of existing systems and the amount of utility improvements they will be required to make. If necessary, establish area-specific impact fees that distribute the cost of these improvements across all new development within a defined area.
- Expand the city's storefront improvement grant program, which has largely been applied to Centers areas during major roadway construction projects.
- Establish Business Improvement Areas (BIAs or BIDs, such as the one in East Sprague) in Centers locations where there is an organized business community. Help to organize the business community where momentum appears possible, particularly in historic Centers.
- Seek to implement reduced Transportation Impact Fees in Centers locations that have with existing transportation infrastructure, and reduced fees for projects that create fewer automobile trips via smaller unit sizes, bike parking, and other transportation demand management (TDM) measures.
- Consider completing SEPA planned action ordinances or similar, if SEPA compliance becomes an issue for developers.
- Consider public sector (e.g., City or STA) acquisitions of land in key locations, which could advance key city priorities such as affordable housing or mixed-income housing. Engage a broker to provide the City with information about properties that are for sale.
- Ensure that developers and investors have access to information about the location of HUD-designated Opportunity Zones, as investors receive tax benefits from investing in these areas.
- Explore the creation of Tax Increment Financing Areas (TIA). Washington cities are now able to create up to two TIAs within their boundaries; Counties and Ports are also able to create up to two TIAs. Because a very limited number of TIAs can be created, they may be located in the most intensely developed parts of the city, such as downtown.
- Participants in this process have also mentioned other implementation actions that are "long shots." For example, one developer mentioned that the Washington State Sales Tax may be waived in certain circumstances where cities are seeking to encourage redevelopment. LCG is not aware of any such programs. A [land value tax](#) is a modified form of property taxation whose proponents argue that it would encourage higher-density development and discourage the underutilization of land. Such a tax would probably require significant changes to statewide tax law.

# Appendices

## Developer Interviews: Key Takeaways

During summer 2023, Leland Consulting Group (LCG) interviewed four developers who have recently built commercial, residential, and mixed-use projects in Spokane, in order to inform the Centers & Corridors Update Study. All have been involved in infill projects that could be well-suited to the City’s Centers and Corridors areas. The developers’ names, firms, headquarters locations, roles (e.g., developer, broker, and/or owner), and notable projects are shown below. The purpose of the interviews was to get the developers’ feedback about the types of zoning, design review, and other public agency policies that could encourage pedestrian oriented, mixed-use development in Centers, as well as to understand other issues that are currently affecting development in Spokane’s Centers. This document summarizes the developers’ feedback, which will also be incorporated and refined in LCG’s forthcoming Market Analysis report. (For the sake of brevity, we use the term “Centers” in the remainder of this document to refer to both Centers and Corridors.)

Name and Firm	HQ Location	Developer?	Broker?	Owner of numerous developable properties in Spokane?	Notable Project(s)
Jim Frank, Greenstone Development	Spokane	Yes	No	Unknown	Kendall Yards
James Gallina, Millennium Northwest	Spokane	Yes	No	No	<b>Centers: Millenium Monroe; North Hill, Garland;</b> Millenium by Kendall Yards
Dean Papé, deChase Miksis	<b>Boise</b>	Yes	No	No	The Warren Apartments, Downtown Spokane
Jim Orcutt, NAI Black	Spokane	Yes	<b>Yes</b>	<b>Yes</b> (Monroe, Garland, other)	<b>In Center: 1013 West Garland (Adaptive reuse)</b>

These interviews with developers were very valuable, as they provided historic and current local perspectives on a wide variety of issues. Their different perspectives—local vs. regional, focus on large-scale, downtown projects vs. small adaptive reuse projects—shed light on different issues. However, it should be noted that no survey of four individuals can completely reflect the complex dynamics affecting development in Spokane—there are other developers active in Spokane who have different perspectives and are making different development decisions than these four, as well as the perspectives of a wide range of community members. Therefore, these interviews are both incredibly useful and incomplete.

Readers may also notice that in some cases, the developers interviewed have different opinions regarding the same topic. For example, some developers saw the design review process as extremely onerous, while at least one other did not. Not all developers are the same.

While we believe that most of what is documented below is accurate, some developer feedback may reflect perception (or misperception) rather than reality. LCG cannot guarantee the accuracy of all claims made by interviewees. In some cases, we are reporting what we heard. We have attempted to independently evaluate most, but not all, claims. More verification will take place in our Market Analysis report.

All developers indicated that they would be willing to participate in follow-up questions or interviews; the three developers based in Spokane seemed to be the most open to future participation.

## Rents and Market Conditions

- **Rents** downtown (about \$2.40 per square foot per month at the Warren) are not high enough to support most mid-rise development. (We consider “mid-rise” development to have structured parking and generally be four to seven stories.)
  - Rents downtown do not seem to be significantly higher than in other parts of the region (e.g., Liberty Lake), so why build in urban sites where costs will be higher? Development in suburban jurisdictions is easier. “People are very comfortable driving to the valley” and rents are comparable there.
  - Due to achievable rents, many landowners are opting to hold on to their land rather than sell.
  - (In most regions, the highest apartment rents are downtown, and downtown has a “rent premium” over other locations that are further from downtown’s base of jobs and amenities.)
- Rents in Centers of \$1,300-\$1,500/month for a one-bedroom apartment in Centers make it very difficult for projects to pencil.
- **Absorption** downtown has been slower than we had hoped. (The Warren has taken more than 1 year to lease up, and studios have been particularly slow to lease.)
- **Demographic categories downtown.**
  - Our downtown project has been successful in attracting **younger renters**.
  - We have not been successful in attracting several other key demographic categories that we have seen in other projects: **seniors/retirees**, and **middle-aged one and two person households**.
- Concerns about **homelessness and safety** downtown.
- **Boise.** We plan to invest again in mid-rise development in Boise again, but don’t anticipate investing in Downtown Spokane again in the near future.
- **Development Types.** Most development in Centers is likely to be one of two types for the foreseeable future:
  - Adaptive reuse of commercial buildings.
  - Multifamily housing development, potentially with ground floor commercial space.

## Land Availability

- **Existing land uses.**
  - Most properties in historic Centers are already “built out” / developed. Some “greenfield” land is still available in further-out Centers.
  - **ROI.** In many/most cases, maintaining the existing land uses (such as low-density commercial buildings or surface parking) generates a higher return on investment than redeveloping into housing or mixed-use projects.
  - **Current economics** allow multifamily/mixed-use developers to offer about \$20,000 per door for land in most center and suburban locations; this likely translates into offering prices of about **\$20 per square foot** for land in Centers.
- There is still a lot of developable land downtown. Some developers will continue to build there before building in Centers.
- **Parcel Size.** Many parcels in Centers are small and shallow, which makes it very difficult to build projects of adequate scale and density.
- It is difficult to consolidate/assemble parcels within many parts of the city.
- **Large land holders** in “wait and hold” mode that remove properties from development potential. Specific properties owners mentioned include Douglass Properties, Cowles Company, Orcutt, and Diamond Parking.

## Cost of Development

- **National Issues.** Several development cost issues are of great concern to developers, but are issues that are affecting all development nationwide, and therefore may not put development in Spokane at a disadvantage compared to other locations:
  - **Construction costs** have increased rapidly in recent years, due to a hot economy, inflation, additional regulations, interrupted supply chains, and other issues. Developers cited current hard costs of construction at about \$220 to \$240 per square foot, with total project costs (including land, hard cost, soft costs, and financing) being significantly higher.
  - **Energy Code.** The state recently updated its energy code to the 2021 Washington State Energy Code (WSEC)-R. While these updates will reduce residents’ energy costs, they increase the cost of residential development.
  - **Interest rates** are much higher—sometimes twice as high—in 2023 than they were as recently as 2022, which increases the cost of construction, ongoing debt service costs (i.e., mortgage payments), and potentially other costs. This could be an obstacle to development for the just the short-term or maybe the long-term.
  - The combination of higher construction costs and interest rates, and moderate rents in Spokane create an environment in which some projects that would have been feasible in 2021 or 2022 are not in 2023.
- **Versus Idaho.** The following taxes and fees increase the cost of development in Spokane when compared to comparable developments in Idaho:
  - **Washington State sales tax (WSST)** increases the cost of development by **9%**.
  - **The Real Estate Excise Tax (REET)**, which is approximately **3%**, is a cost to developers if/when they look to sell their finished property.
  - Other

## Regulatory Environment: Zoning, Design Standards, and Other Regulations

- **Zoning is not perfect, but it’s not *the* problem.** Developers generally do not view the zoning code and development standards under BOCA as a big obstacle to development in the Centers and Corridors; BOCA is an



improvement (Section 17C.400.040 Pilot Center and Corridors Development Standards - <https://my.spokanecity.org/smc/?Chapter=17C.400>)

- Existing (non-BOCA) **height maximums** in most Centers prevent a 5-over-1 podium project.
- There is lack of clarity about whether maximum heights include parapets, rooftop structures such as elevators and mechanical; rooftop decks are often prevented by the fire department.
- Floor heights in buildings have been increasing in recent years. The ideal height for restaurants and other desirable ground floor commercial spaces is 15 to 20 feet; residential upper floors are 11 feet floor to floor. That it is easy for a 5 over 2 building to get to 85 or 90 feet, depending on how the ground level and rooftop appurtenances are measured.
- The parking regulations in BOCA are good but in the base code are too high.
- **BOCA or similar standards should be made permanent.** Developers were concerned about building to the “interim” BOCA standards because development projects take years from concept to completion and these standards could be rescinded or changed. Therefore, developers feel more comfortable building to the “permanent” standards—even if they are less favorable, they will be around for years.
- **The City’s Design Standards deter development in Centers.**
  - [Design Standards](#) require developers to undertake a lengthy and unpredictable design review process for most development within Centers. The process can take months or years to complete, and requires more time and budget to be allocated to land holding costs and interest payments, architects, engineers, consultants, etc. In most cases, particular requirements seem reasonable—the time and unpredictability are the issues. In some cases, developers felt that requirements do seem unreasonable, such as the reported requirement that all sidewalks must be 12 feet wide and paved; one developer interviewed felt that wide sidewalks with wide (unpaved) planter strips are more appropriate in some center locations.
  - The Design Review Board (DRB) is often too stringent with design review and process of being granted a variance is onerous and long.
  - The City should consider reforms to the design review process, for example, enabling the planning director or hearing officer to make decisions on design standards.
  - **Developers with experience in other metro regions** felt that Spokane’s design review process was *not* more onerous.
- **City Silos.**
  - Developers pointed out that there are at least two major permitting “silos” within the City:
    - Planning, Zoning, and Economic Development
    - Engineering and Public Works in another.
  - This creates a few major problems:
    - The two silos work on different timelines. One department may be ready to approve a project, while the other may be months away. There is no staff person who can align the two silos.
    - The Engineering and PW process can be very onerous and can require developers to study stormwater, water, sewer, etc. issues early on in the development process—which is an expensive deterrent—and Eng and PW may require developers of small sites to solve district-wide stormwater, water, sewer, etc. issues. “Someone building 1 or 2 lots should not be required to build out 300’ of sewer and water pipes.”
    - Engineering and PW issues on infill lots should be easier than greenfield lots since everyone knows the existing conditions of infrastructure surrounding the site.
    - The Eng and PW process deters infill development.
- **Urban Forestry.**
  - “We want trees in our city as much as our neighbors.”
  - The [Urban Forestry](#) process needs to be better defined. There are too few clear and objective standards such as the species and size/diameter of trees that must be retained. This makes the process feel

arbitrary and can cause projects to be redesigned late in the development process, creating significant expense and/or reducing the value of the final project.

- **Energy Code.** See discussion of the new 2021 Washington State Energy Code (WSEC)-R in the cost section above.
- **Other.** Several regulatory issues were not mentioned during our conversations, but in our experience, are significant obstacles in other markets, particularly for infill projects:
  - Surprisingly, **SEPA** did not come up as a significant regulatory obstacle in our conversations.
  - **Stormwater.** Often, when developers are redeveloping commercial or industrial properties into housing or mixed-use projects, they must complete extensive stormwater improvements in order to retain stormwater on site and minimize pollution. This can be a strong incentive to retain properties in their existing use.
- **The issue is not one challenging regulation, but many.**
  - This is an issue that seems to be challenging development in many cities. According to the [New York Times](#), “Piles of regulations, or “kludge,” and a culture of “no” are limiting” development in New York and many other metro areas.
- **Streamlining.**
  - The City should consider consolidating permits under a single entity, empowering certain staff to make decisions within both the Planning and Engineering, or taking other actions that streamline the process. [This is currently under discussion in Portland ([1](#), [2](#)) and other cities.]
- **A simplified Mixed-Use zone** would simplify understanding of CCs within broader citywide zoning context; many developers are currently “scared” of working in the CCs. The term “mixed-use” sends a clearer message to developers about what the City wants and allows in the area. CCs have a bad reputation.
- **Allowing rezoning to Mixed-Use.** The existing framework constrains the possibility of new Centers being formed. A standardized set of MU zones would simplify this process and allow property owners to go through the process of making a zoning change.

## City Investment and Incentives

- **Public investment in streetscape improvements can have a major impact on revitalizing Centers.** East Sprague is a good example. The City should align their resources in areas with active business owners and other development incentives.
- **Some incentives are not well aligned.**
  - For example, the City offers the MFTE and GFC waiver programs, but the locations where they are available are not the same.
- **Multiple-Family Housing Property Tax Exemption ([MFTE](#))**
  - **This is a very important incentive.** “We would not have been able to build the Garland project without the tax exemption program.”
  - However, there are issues with the program. The 12-year exemption requires ongoing monitoring of tenant incomes, and the details of the income collection process are not completely clear. This monitoring may increase property management from 8% to 10% of total operating income. In addition, the application process is more difficult to navigate than it should be. This prevents other developers from taking advantage of this important financial incentive.
- **General Facilities Charge and GFC Waiver.**
  - The [GFC Waiver](#), which can be secured for projects that include some affordable housing, is also an important incentive.
  - As mentioned above, this incentive may not be available in all Centers locations, or all locations where MFTE is available. In addition, developers indicated that they cannot be certain that they will receive the GFC waiver until late in the development process, making early-stage financial feasibility analysis

difficult. [However, LCG’s review of the City code indicates that all developers who build certain types of affordable housing should be able to secure the GFC waiver.]

## Perceptions of the Spokane Market

- **The Spokane region** is still stuck in an auto-oriented culture of development—the City will need to make infill development much easier if it wants to promote the kind of walkable, pedestrian friendly neighborhoods that are promoted in policy. Spokane is many years or even decades behind other western metro areas. The market has not matured to the point where demand for dense, walkable neighborhoods and mixed-use development has expanded beyond the downtown and Kendall Yards (even there, mindset is more auto oriented than many cities).
- **The City of Spokane is missing out on growth** that is coming to the region and suburban communities, because infill development is harder because of market, logistical, and regulatory reasons. Many developers will prefer to go to suburban jurisdictions where development is easier.
- By missing out on development, **the City is also missing the opportunity to add new middle- and higher-income households**, and on the **opportunity to capture much more public revenue**—sales tax, property tax, impact fees, and other revenue.

## Additional Charts

Figure 33. Acres of CC and Mixed-Use Zoned Land versus Amount of Development

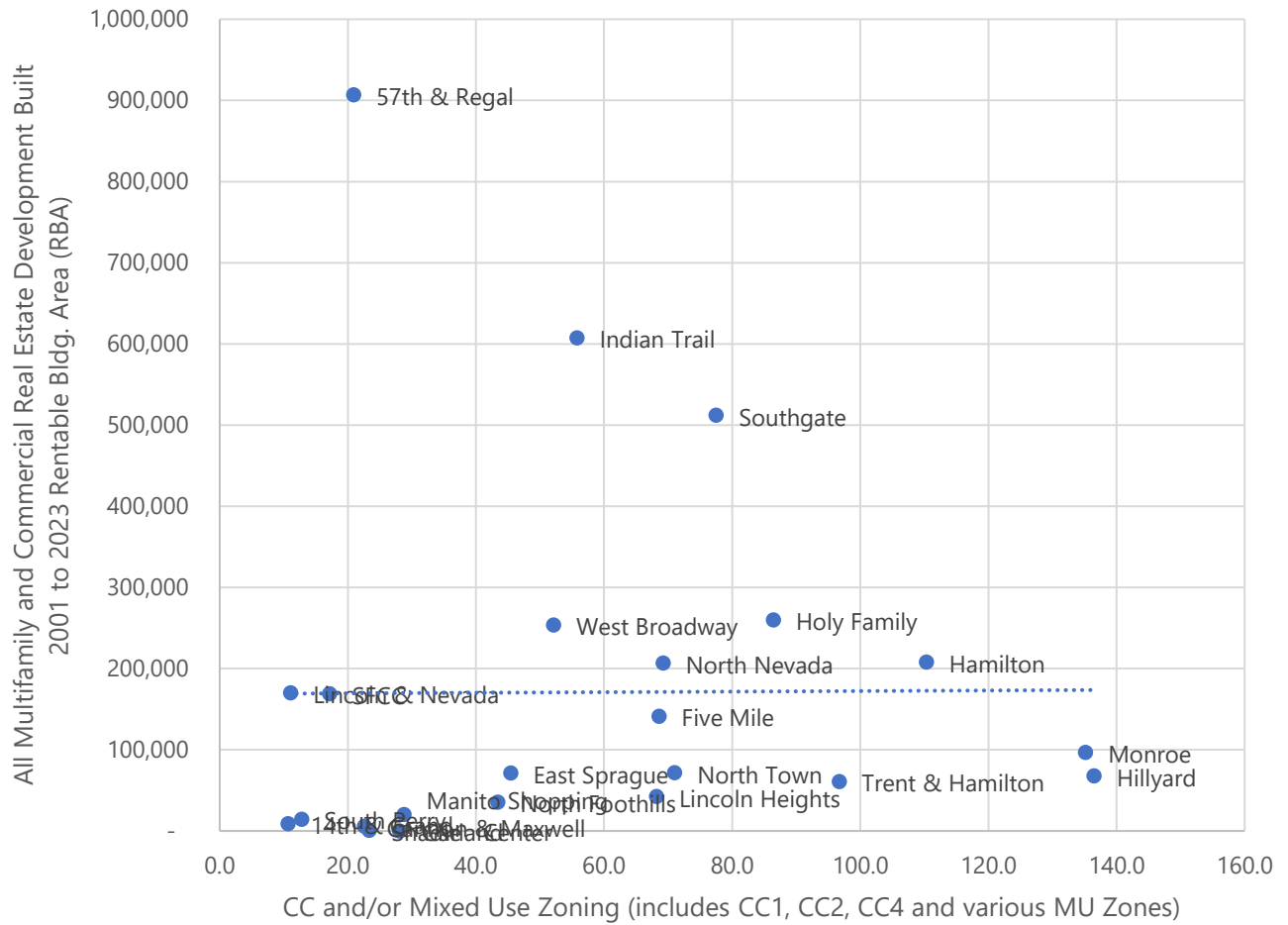


Figure 34. Acres of CC and Mixed-Use Zoned Land

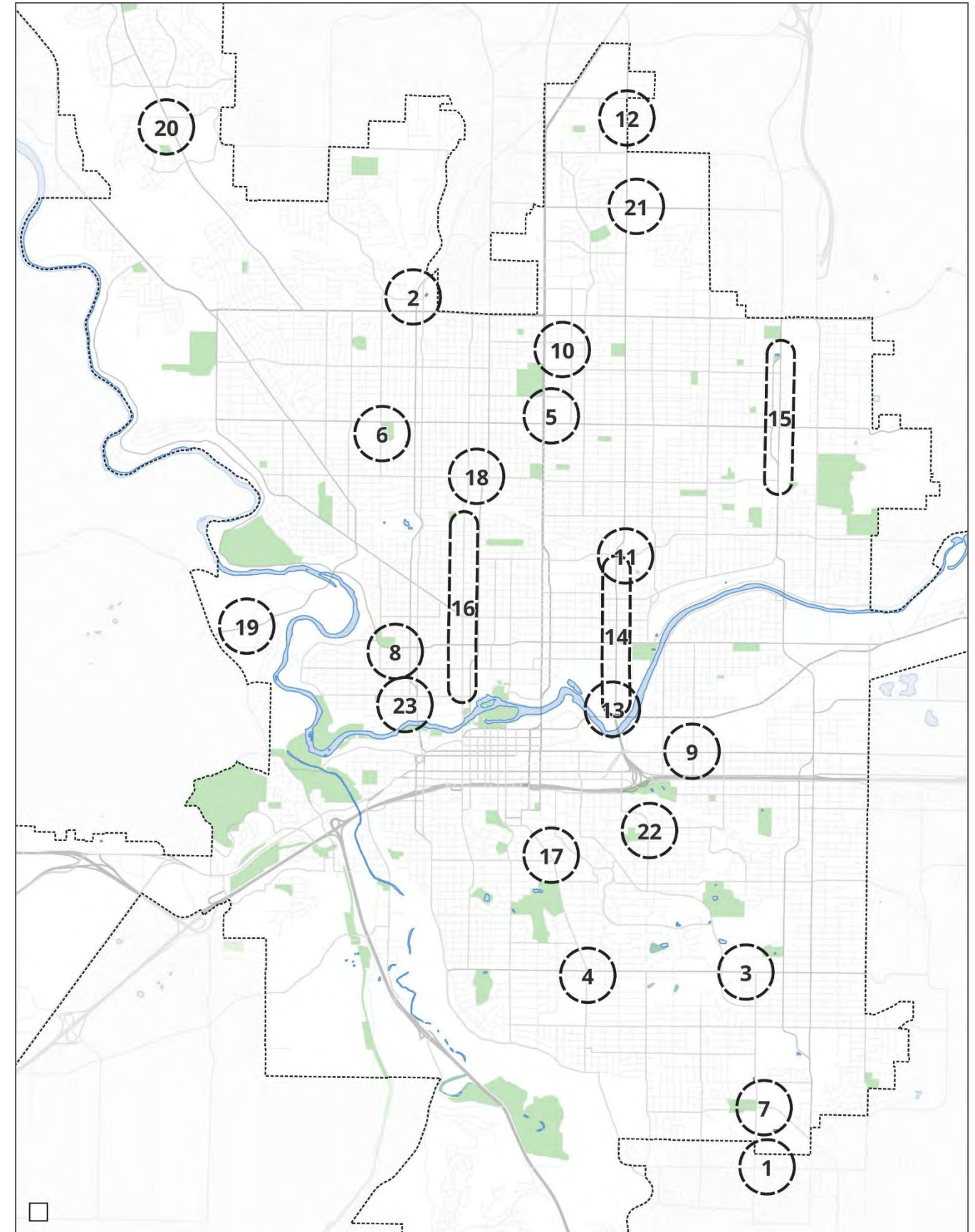
Name	Zoning: CC1 acres	Zoning: CC2 acres	Zoning: CC4 acres	Zoning: other MU (CA1-4, CB, DTG, DTU, GC, OR, O or NR)	Total: CC and/or Mixed Use Zoning (includes CC1, CC2, CC4 and various MU Zones)
57th & Regal		20.9			20.9
Five Mile				68.6	68.6
Lincoln Heights	1.2	57.5	0.6	8.9	68.2
Manito Shopping Center	13.0	12.0	2.2	1.6	28.8
North Town				71.0	71.0
Shadle	3.9	19.4			23.3
Southgate		47.1		30.4	77.5
Cannon & Maxwell		18.6	1.7	2.3	22.6
East Sprague	27.5	17.9			45.4
Holy Family		51.6	4.4	30.4	86.4
North Foothills	33.8			9.6	43.4
North Nevada				69.2	69.2
Trent & Hamilton	42.8			53.9	96.7
Hamilton	41.6	1.7		67.0	110.4
Hillyard	31.8	65.5	26.6	12.7	136.5
Monroe	5.9	68.2		61.1	135.2
14th & Grand	8.2			2.5	10.7
Garland	24.6			3.5	28.1
SFCC				17.2	17.2
Indian Trail		37.0		18.8	55.8
Lincoln & Nevada				11.1	11.1
South Perry	12.8				12.8
West Broadway	27.8		2.1	22.2	52.1
<b>Total</b>	<b>274.8</b>	<b>417.4</b>	<b>37.6</b>	<b>562.0</b>	<b>1291.7</b>

# Spokane Centers and Corridors

## Center Evaluation Study

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# 1. 57th and Regal – District Center

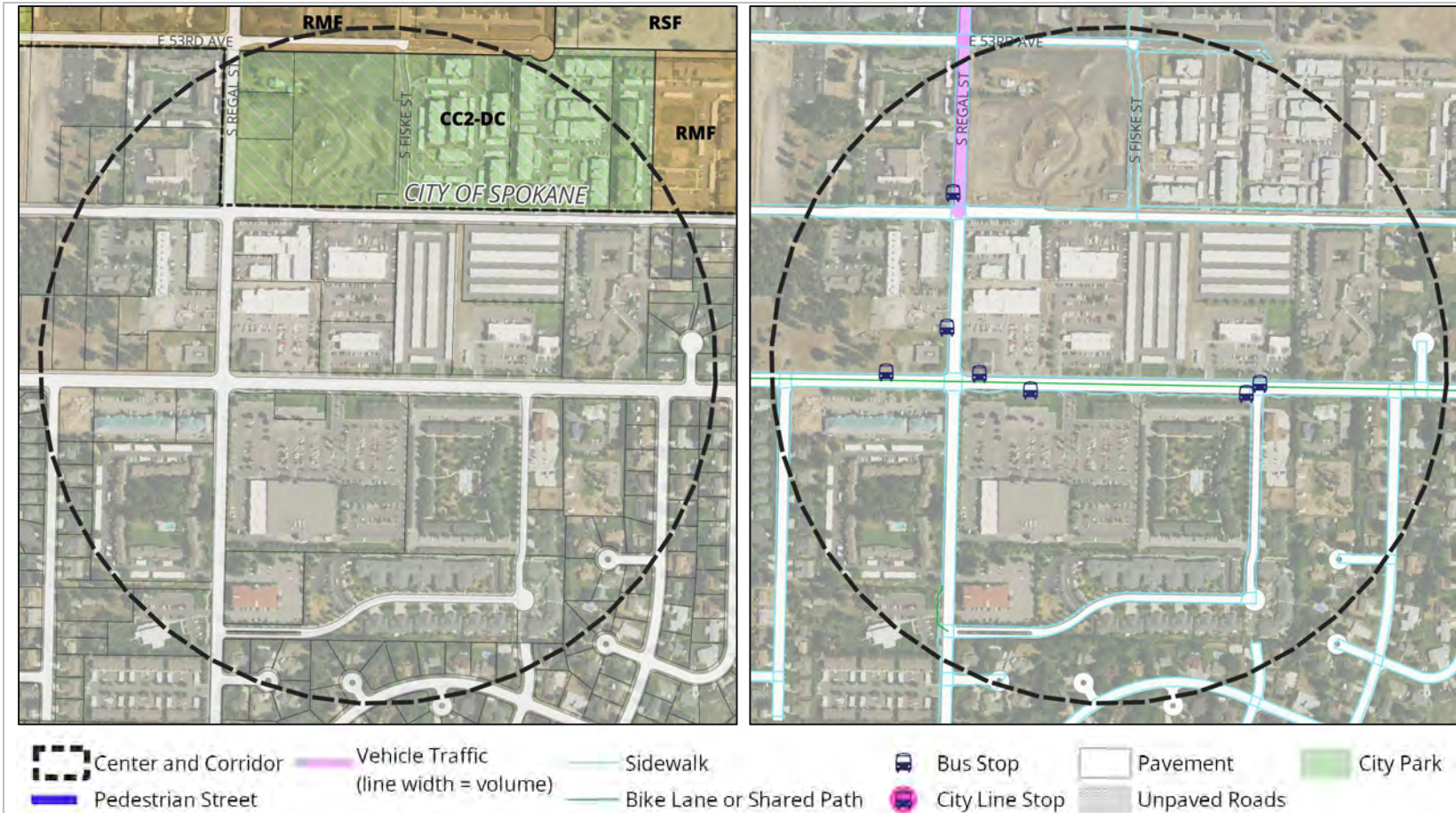
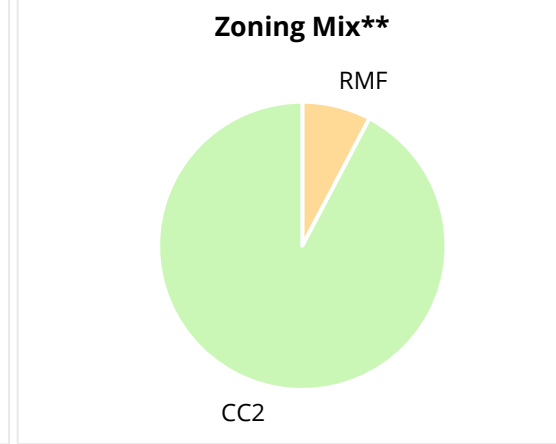
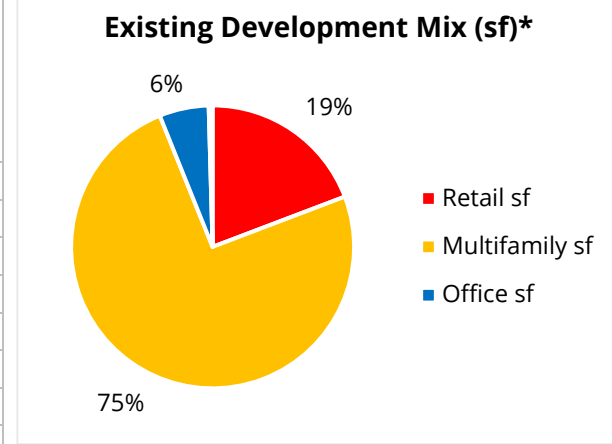


Image source 1-2: Google maps © 2023 Google.

**Description:**  
 Sprawling area mostly south of city limits. New multifamily development along side commercial/flex uses and self-storage. Doesn't function as an identifiable "center".

<b>Households</b>	16.0 per acre
<b>Development era</b>	Average year built: 1997.
<b>Primary street</b>	57 <sup>th</sup> Ave
<b>Traffic / width</b>	Three lanes
<b>Transit</b>	Route 4, four buses per hour; Route 144, four buses per hour
<b>Walking conditions</b>	Extremely poor connectivity with few crossings of arterials
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Southeast Sports Complex at Southgate center
<b>Public schools nearby</b>	Mullan Road Elementary, 1 mile away; Carla O. Peperzak Middle School, 1 mile away
<b>Retail mix</b>	Safeway, strip malls, some page retail. Highly auto-oriented.
<b>Residential mix</b>	Mostly apartments and duplexes.
<b>Employment mix</b>	Some automotive businesses, small offices and medical services.
<b>Major landowners</b>	5 LLCs within City boundaries – apartment developers



\*Does not include single-family residential development. \*\*Zoning does not include areas outside Spokane city limits.

<b>Average land value:</b>	\$5.26 per sf
<b>Recent development (since 2003):</b>	Multifamily: 400,000 sf
	Office: 48,165 sf
	Retail: 25,175 sf



## 2. Five Mile – District Center

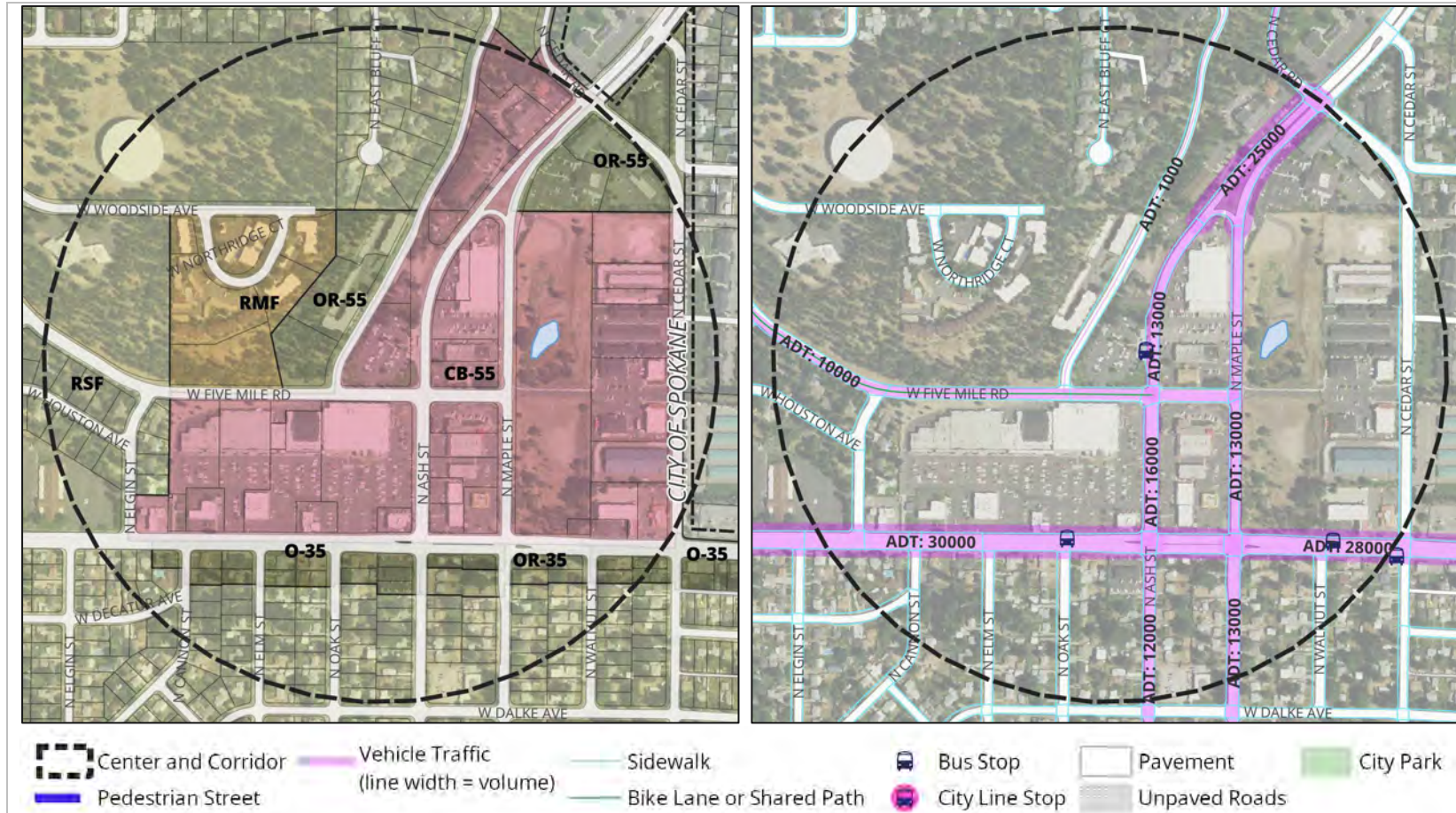
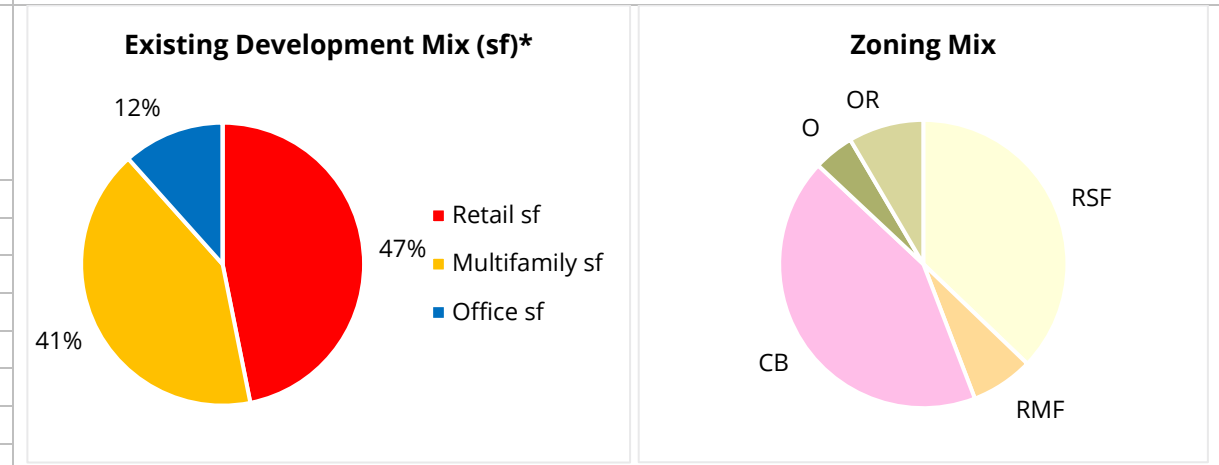


Image source 1-2: Google maps © 2023 Google.

**Description:** Post-war suburban style shopping center. Mix of stores and restaurants with some multifamily, surrounded by low-density residential. Vacant stormwater management areas create gap in urban fabric. Auto-oriented buildings and difficult to cross arterial make walking challenging.

<b>Households</b>	4.9 per acre
<b>Development era</b>	Post-war. Average year built: 1979.
<b>Primary street</b>	W Francis Ave
<b>Traffic / width</b>	28,000-30,000 ADT / five lanes
<b>Transit</b>	Route 4, four buses per hour; Route 35, two buses per hour
<b>Walking conditions</b>	Moderate
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Loma Vista Park (5.7 acres) ½ mile to southwest.
<b>Public schools nearby</b>	Ridgeview Elementary to south, Linwood Elementary to northeast. Salk Middle School to west.
<b>Retail mix</b>	Supermarket, JOANN Fabrics, strip mall and pad retail mix
<b>Residential mix</b>	Some multifamily on hill slope takes advantage of the view. Mostly SFR.
<b>Employment mix</b>	Retail-oriented.
<b>Major landowners</b>	City of Spokane, 5-Mile Investment Company, Spokane Transit Authority, Rock of Ages



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.12 per sf
<b>Recent development (since 2003):</b>	Multifamily: 99,552 sf Retail: 41,791 sf



### 3. Lincoln Heights – District Center

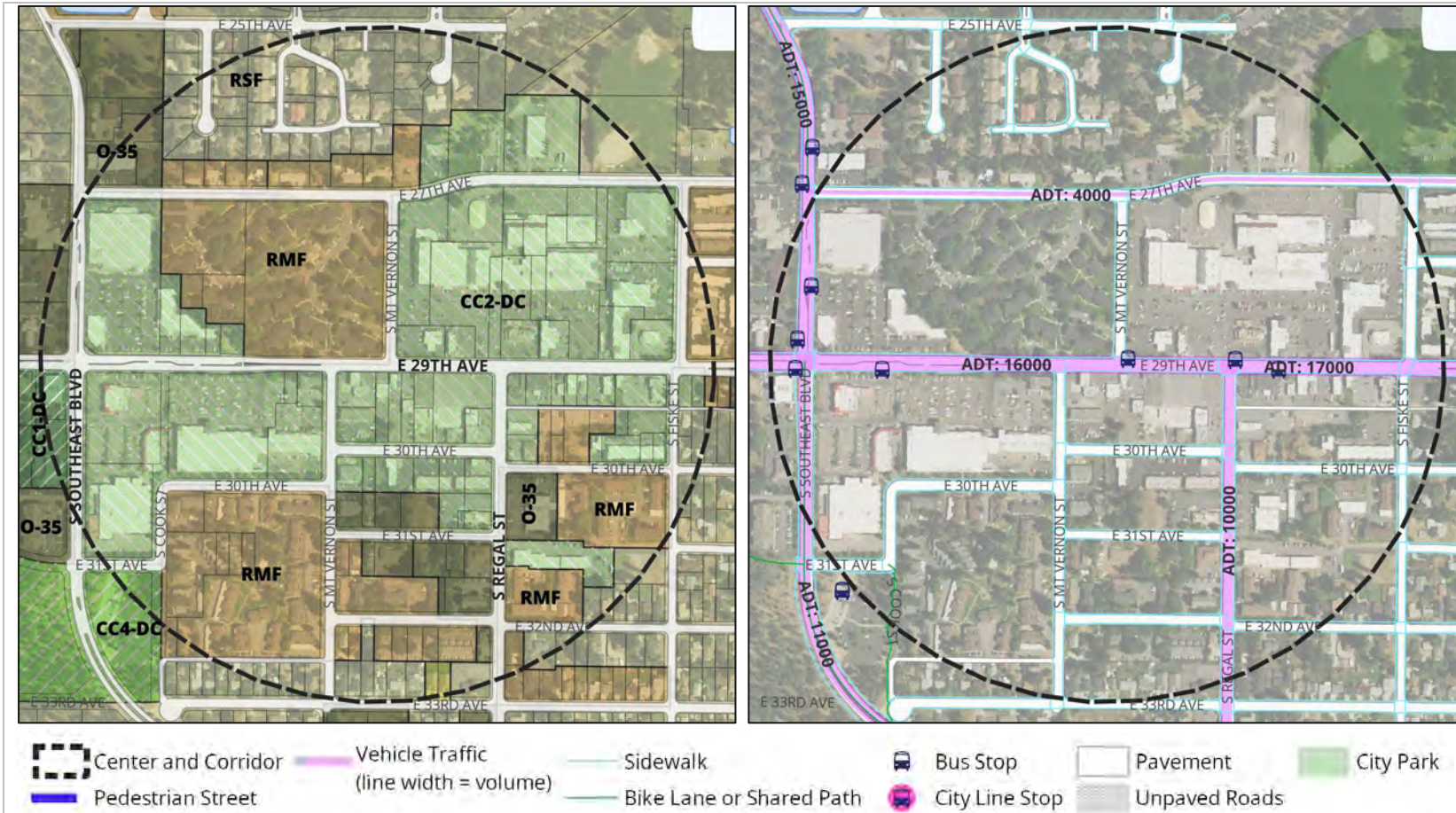
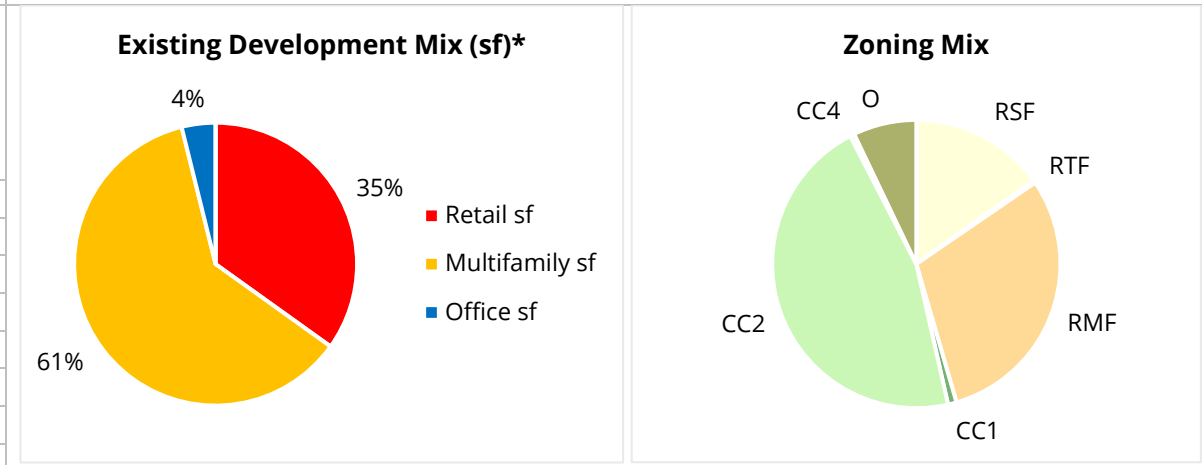


Image source 1-4: MAKERS.

**Description:** Functional district center with opportunities for redevelopment. Strong retail presence, with good amenities and transit service. Hodgepodge of moderate-intensity zoning. Pedestrian connectivity is somewhat limited.

<b>Households</b>	8.4 per acre
<b>Development era</b>	Post-war. Average year built: 1980.
<b>Primary street</b>	E 29th Ave
<b>Traffic / width</b>	16,000-17,000 ADT / four lanes
<b>Transit</b>	Route 34, two buses per hour; Route 43, two buses per hour; Route 45, four buses per hour
<b>Walking conditions</b>	Moderate: shopping centers, topography, and arterials interrupt connectivity.
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Thornton Murphy Park, 8 acres, northeast corner of center
<b>Public schools nearby</b>	Lincoln Heights Elementary, 1 mile away; Adams Elementary, 1 mile away
<b>Retail mix</b>	Mix of large stores (Trader Joe's, Petco, Goodwill, supermarkets), strip malls, and pad retail/dining.
<b>Residential mix</b>	Multifamily complexes throughout. No mixed-use development. Single-family to south/east/north.
<b>Employment mix</b>	Primarily retail. Note: large church located on the northside of shopping center.
<b>Major landowners</b>	Vandevort Development, Stanek Enterprise Inc, BE Rosauers Plaza LLC, Douglass Family, Greenstone



\*Does not include single-family residential development

<b>Average land value:</b>	\$8.27 per sf
<b>Recent development (since 2003):</b>	Multifamily: 21,014 sf
	Retail: 10,150 sf



# 4. Manito Shopping Center – District Center

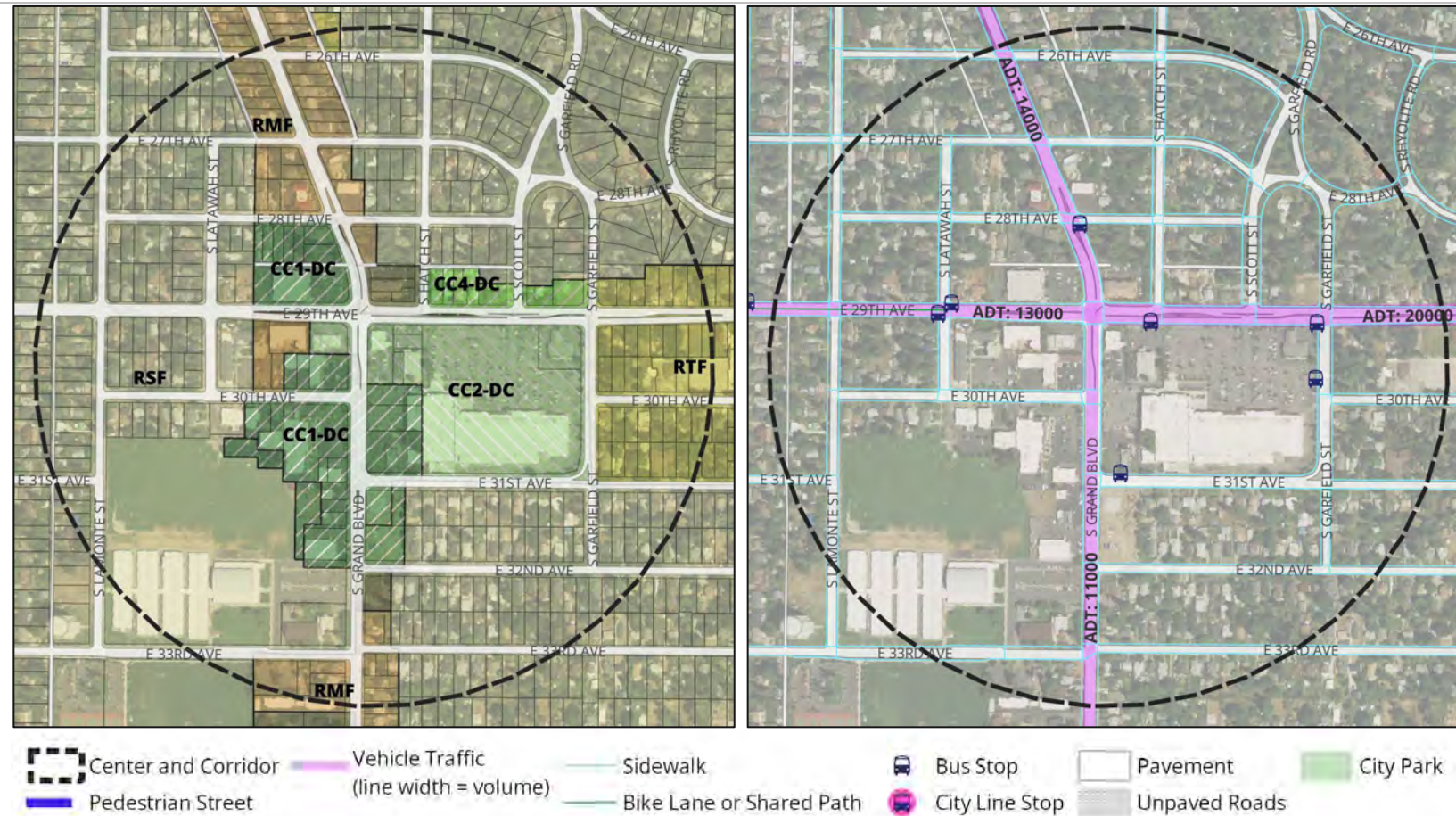
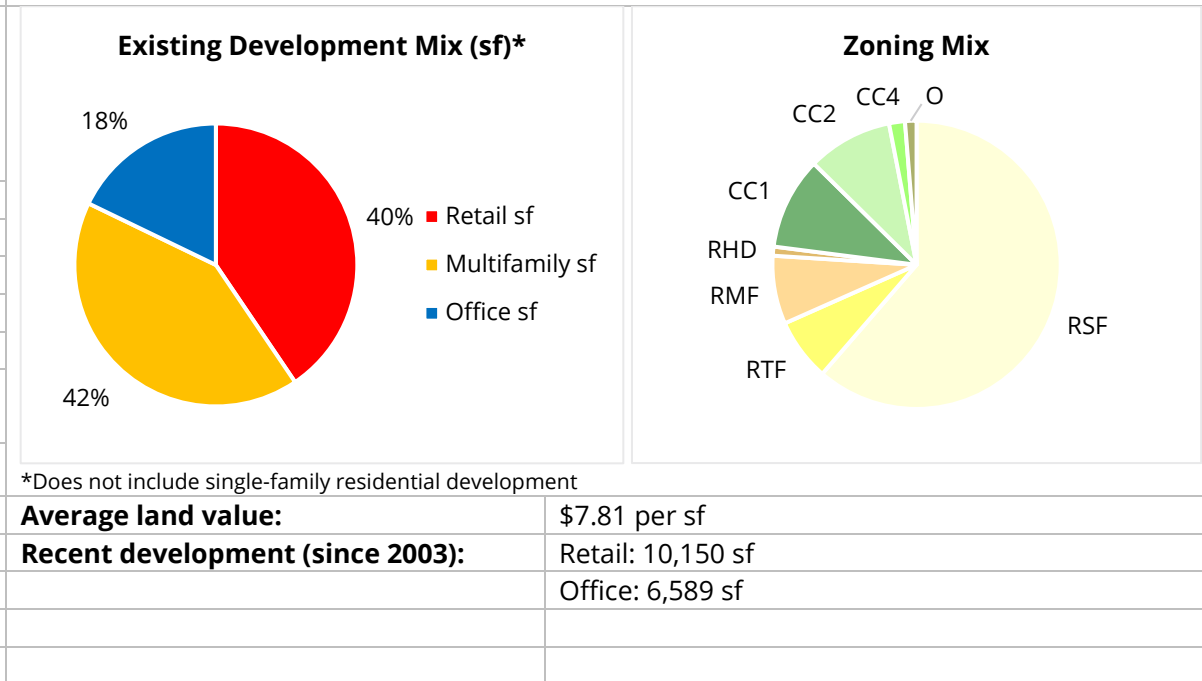


Image source 1-2: Google maps © 2023 Google.

**Description:** Post-War shopping center with some older commercial buildings surrounded by low-density residential. Arterials are very wide despite modest traffic volumes. These plus auto-oriented building design detract from walkability.

<b>Households</b>	5.3 per acre
<b>Development era</b>	Post-war. Average year built: 1967.
<b>Primary street</b>	E 29th Ave
<b>Traffic / width</b>	13,000-20,000 ADT / five lanes
<b>Transit</b>	Route 4, four buses per hour; Route 144, two buses per hour during week day peak hours
<b>Walking conditions</b>	Moderate: Middle school and shopping center interrupt connectivity; Grand Blvd and 29 <sup>th</sup> Ave are barriers. No designated pedestrian streets.
<b>Parks nearby</b>	Manito Park, 90 acres, .75 mile northwest of center. Hart Field school sports complex to south.
<b>Public schools nearby</b>	Sacajawea Middle School, Hutton Elementary, .75 mile away; Jefferson Elementary, 1 mile away
<b>Retail mix</b>	Shopping center with Ross, supermarket. Restaurants and some services around intersection.
<b>Residential mix</b>	Mostly single-family with some apartments on arterials.
<b>Employment mix</b>	Middle school,
<b>Major landowners</b>	Spokane Public Schools; shopping center has out of state ownership





# 5. North Town – District Center

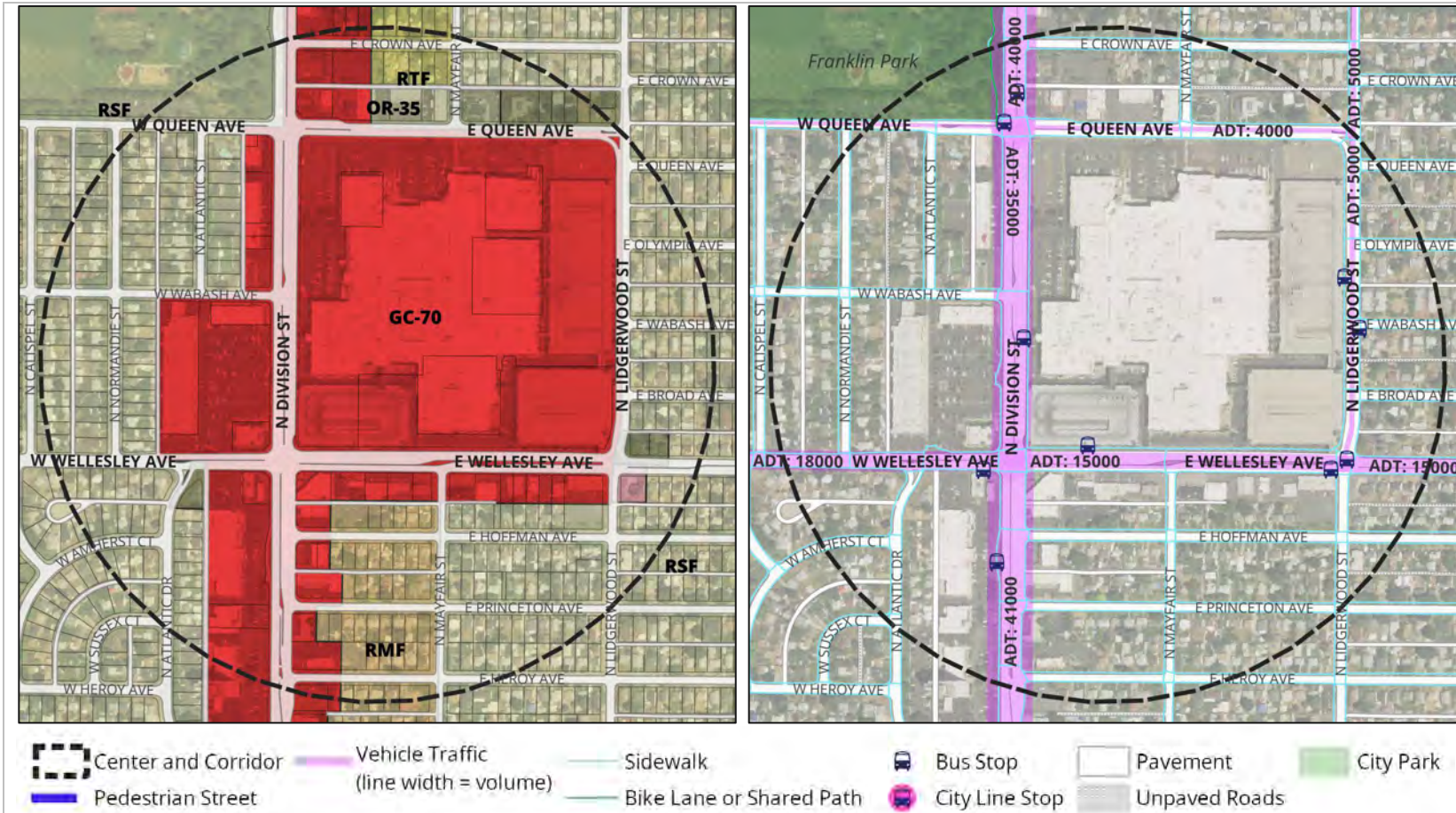
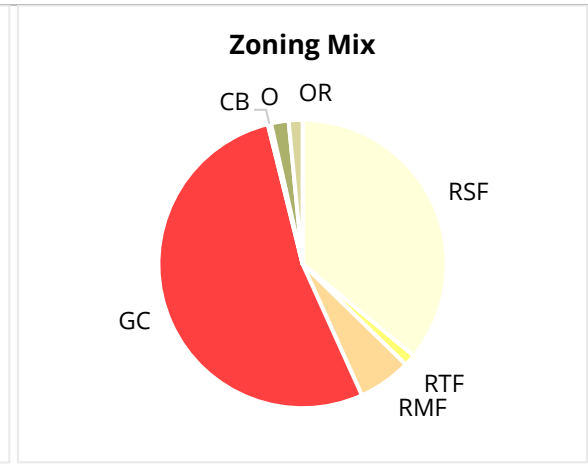
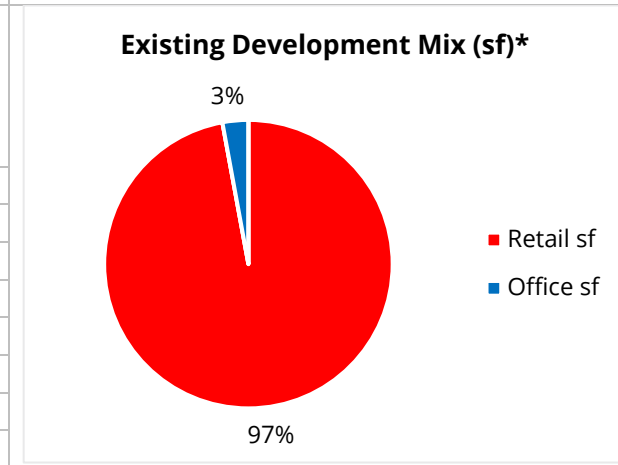


Image source 1-4: MAKERS.

**Description:** Center anchored by large post-war shopping mall on Division St. Low-density residential surrounding – no multifamily development in the ¼ mile area. Good transit service and street connectivity in nearby residential blocks. Mall is totally inward-oriented, with unattractive exterior walls and large parking structures at the corners and rear. Heavy traffic on Division and Wellesley Ave.

<b>Households</b>	3.9 per acre
<b>Development era</b>	Average year built: 1971.
<b>Primary street</b>	N Division St
<b>Traffic / width</b>	40,000 ADT / eight lanes
<b>Transit</b>	Route 25, four buses per hour; Route 33, four buses per hour
<b>Walking conditions</b>	Moderate. Good sidewalk coverage and street connectivity in surrounding residential blocks.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Franklin Park (43.5 acres)
<b>Public schools nearby</b>	Francis Willard Elementary, Madison Elementary, and Lidgerwood elementary. ½ mile to southwest, northwest, and north, respectively.
<b>Retail mix</b>	Large shopping mall with moderate activity. Many nearby stores, some restaurants.
<b>Residential mix</b>	Single-family houses. No multifamily.
<b>Employment mix</b>	Retail-oriented. North Town Office Tower immediately south of the center.
<b>Major landowners</b>	North Town Mall. Northtown Plaza (to the west) managed by Stejer Development



\*Does not include single-family residential development

<b>Average land value:</b>	\$9.95 per sf
<b>Recent development (since 2003):</b>	Retail: 71,534 sf



# 6. Shadle - District Center

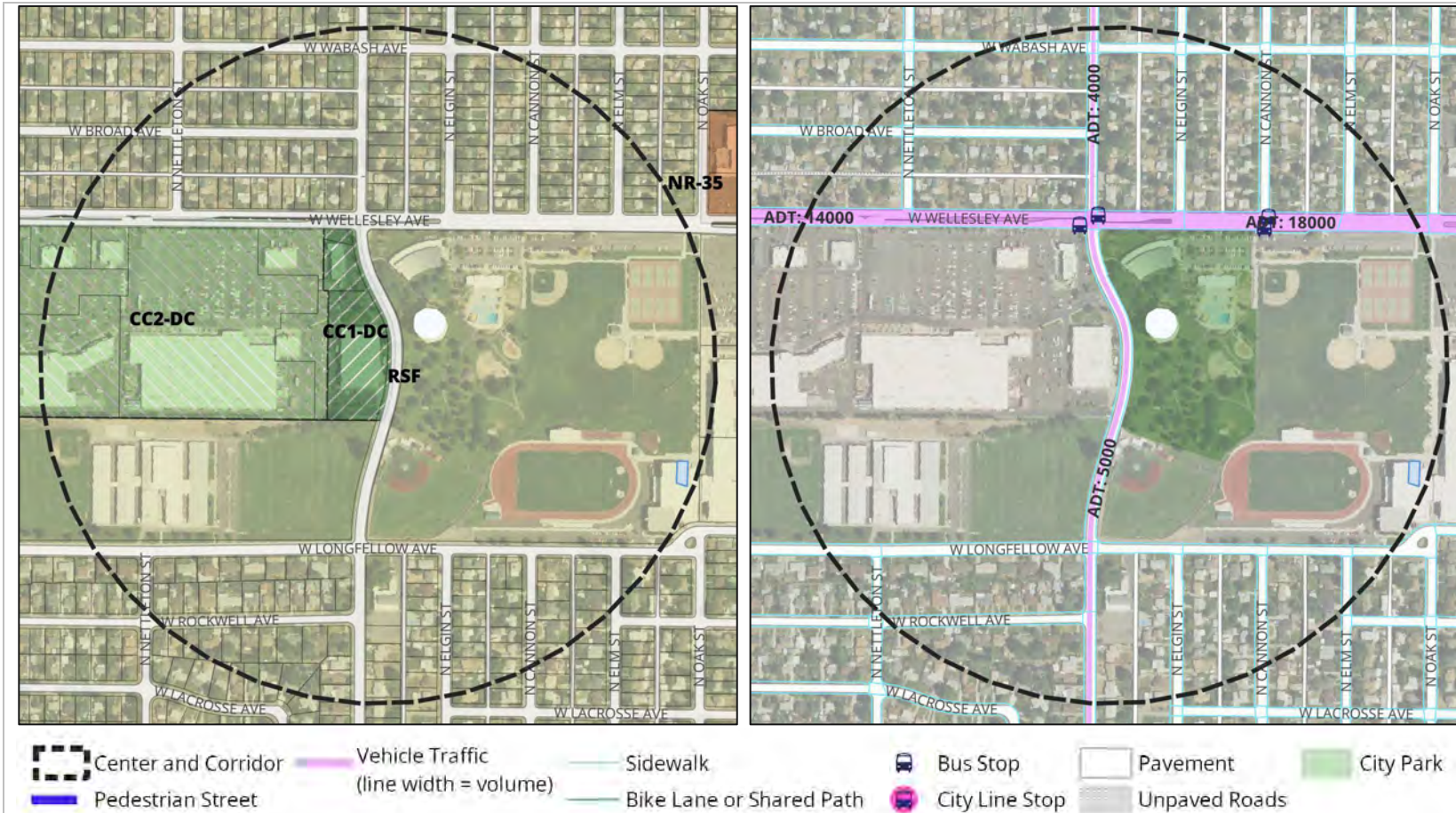
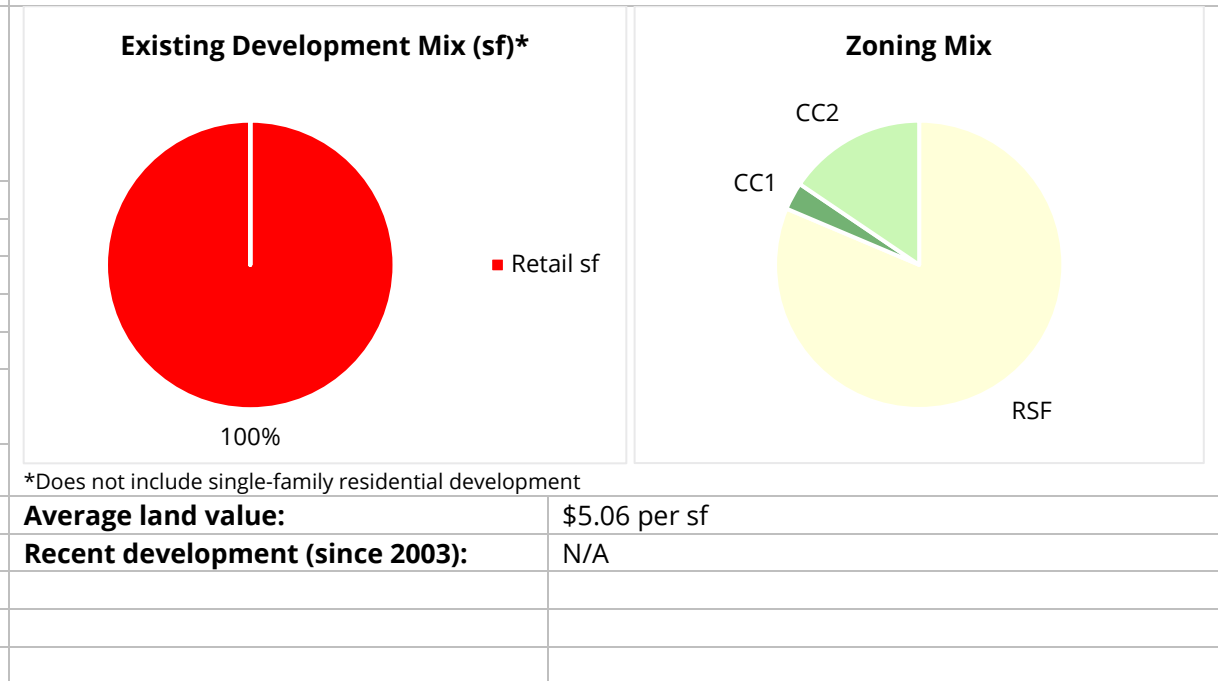


Image source 1-3: MAKERS.

**Description:** District Center - with mostly CC2-DC zoning. Standard suburban shopping center, but single family uses across the arterial facing the shopping centers. Large park and institutional uses on east and south sides of center. SCJ led a subarea plan for center in 2019.

<b>Households</b>	3.0 per acre
<b>Development era</b>	Average year built: 1984*
<b>Primary street</b>	W Wellesley Ave
<b>Traffic / width</b>	14,000-18,000 ADT / five lanes
<b>Transit</b>	Route 33, four buses per hour
<b>Walking conditions</b>	Moderate: good connectivity and sidewalks, but auto-oriented development in the center blocks and repels pedestrians. No designated pedestrian streets.
<b>Parks nearby</b>	Shadle Park, (40 acres)
<b>Public schools nearby</b>	Glover Middle School and Shadle Park High School
<b>Retail mix</b>	Shopping center with Walmart and Safeway plus pad retail.
<b>Residential mix</b>	Single-family detached north, south, east, and west.
<b>Employment mix</b>	Education cluster, with schools plus library branch.
<b>Major landowners</b>	P2J2 Shadle Associates, City of Spokane, Spokane School District 8





# 7. Southgate – District Center

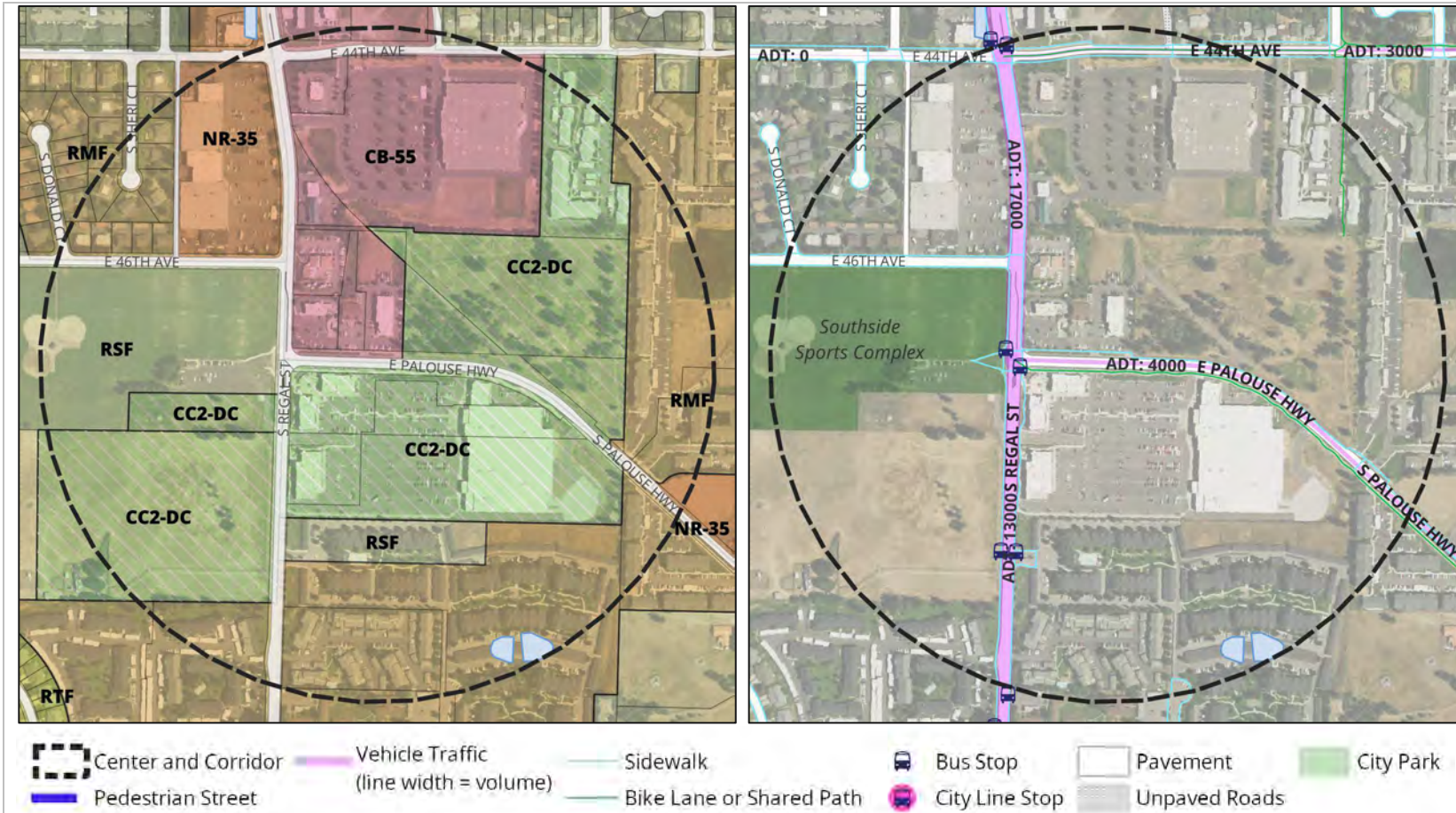
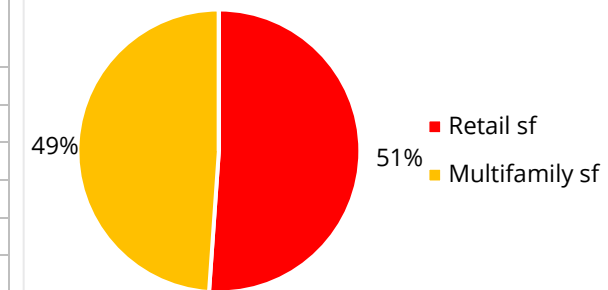


Image source 1-4: MAKERS.

**Description:** Contemporary suburban style shopping center with nearby apartments, park, share-use path, and transit service. Widely spaced streets make it difficult to access adjacent uses on foot, however. Several greenfield sites with CC2-DC zoning.

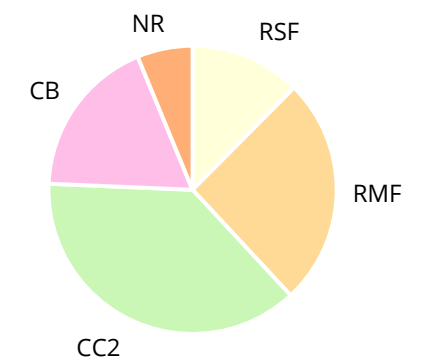
<b>Households</b>	20.6 per acre
<b>Development era</b>	Contemporary. Average year built*: 1997.
<b>Primary street</b>	S Regal St
<b>Traffic / width</b>	13,000-17,000 ADT / three lanes
<b>Transit</b>	Route 4, four buses per hour
<b>Walking conditions</b>	Poor due to lack of connectivity. Good destination density and shared-use path.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Southeast Sports Complex (17 acres)
<b>Public schools nearby</b>	Ferris High School to the north
<b>Retail mix</b>	Target, Rite Air, PetSmart, CVS, pad retail and restaurants. Vacant ShopKo at E 44 <sup>th</sup> Ave.
<b>Residential mix</b>	Several walkup apartment complexes and newer multiplex housing
<b>Employment mix</b>	Primarily retail, some automotive, medical, and office uses.
<b>Major landowners</b>	Triathlon Broadcasting, Radio Park LLC, the Little Maverick, SHS Building LLC

**Existing Development Mix (sf)\***



\*Does not include single-family residential development

**Zoning Mix**



<b>Average land value:</b>	\$5.78 per sf
<b>Recent development (since 2003):</b>	Multifamily: 333,000 sf Retail: 178,947 sf



# 8. Cannon & Maxwell – Employment Center

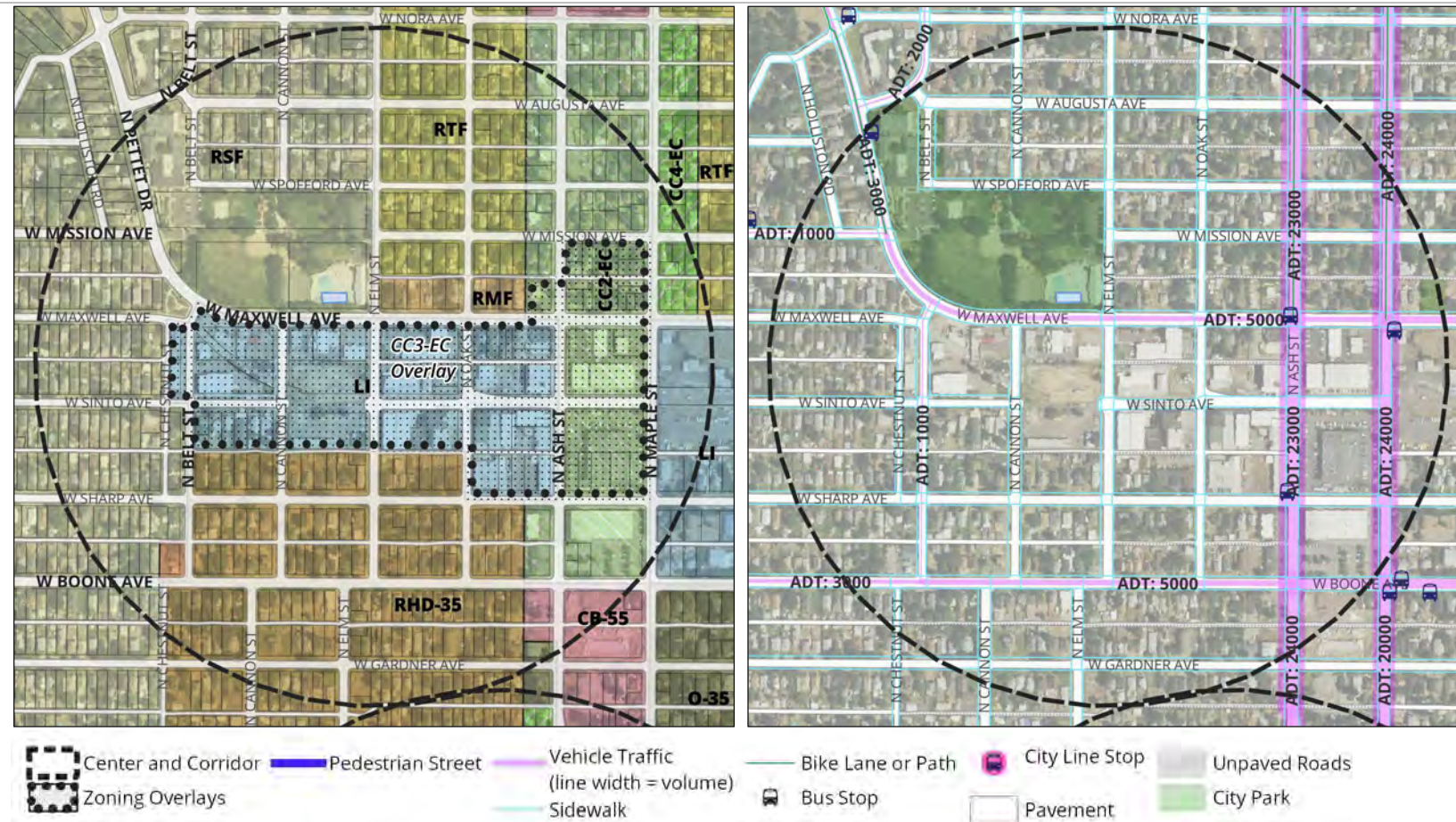
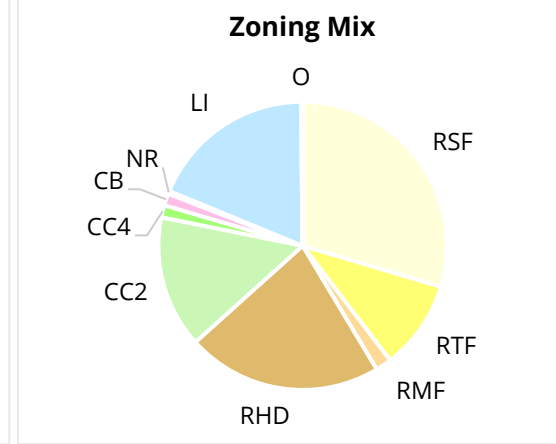
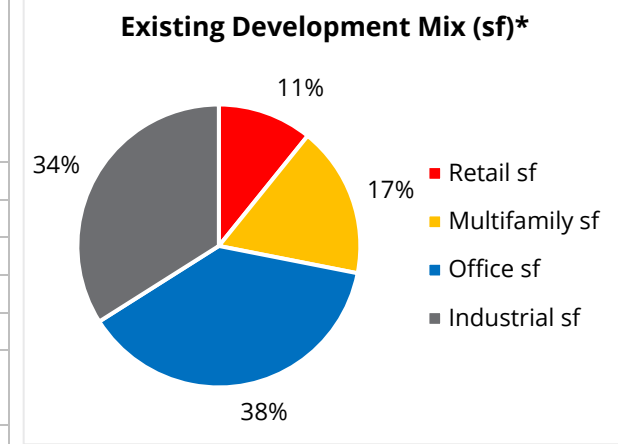


Image source 1-2: MAKERS. 3: Google maps © 2023 Google.

**Description:** Employment Center containing legacy Light Industrial (LI) zoning and a CC3-EC overlay (which allows legacy uses to continue/expand while offering an option for pedestrian-oriented redevelopment – none of which has happened so far). The surrounding area is largely characterized by older single family homes. Cannon Playground and Aquatic Center lie just northeast of the center. Some legacy main-street-style buildings and services on Ash St and Maple St.

<b>Households</b>	6.1 per acre
<b>Development era</b>	Pre-war. Average year built: 1949*
<b>Primary street</b>	N Ash St
<b>Traffic / width</b>	23,000-24,000 ADT / three lanes
<b>Transit</b>	Route 22, two buses per hour; Route 23, two buses per hour
<b>Walking conditions</b>	Good, though crossings of Maxwell are somewhat limited. No designated pedestrian streets.
<b>Parks nearby</b>	A.M. Cannon Park (8 acres) in the middle of center
<b>Public schools nearby</b>	Holmes Elementary ½ mile to west.
<b>Retail mix</b>	Some retail on Ash/Maple streets
<b>Residential mix</b>	Mostly single-family, with some apartments and middle housing near the industrial area.
<b>Employment mix</b>	Several small commercial/industrial businesses. DSHS and Girl Scouts offices.
<b>Major landowners</b>	



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.59 per sf
<b>Recent development (since 2003):</b>	Multifamily: 25,000 sf Other: 10,520 sf



# 9. East Sprague – Employment Center

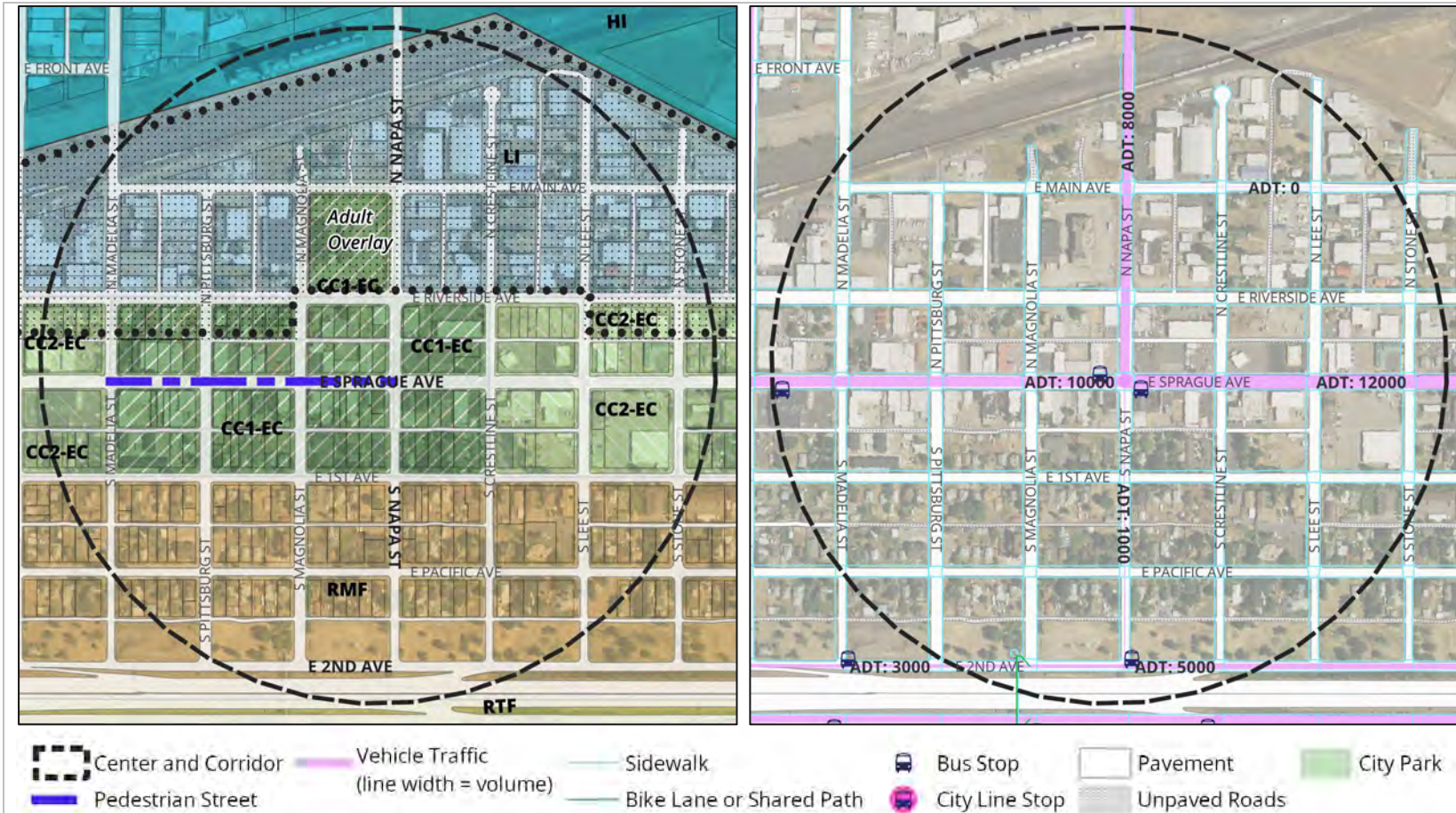
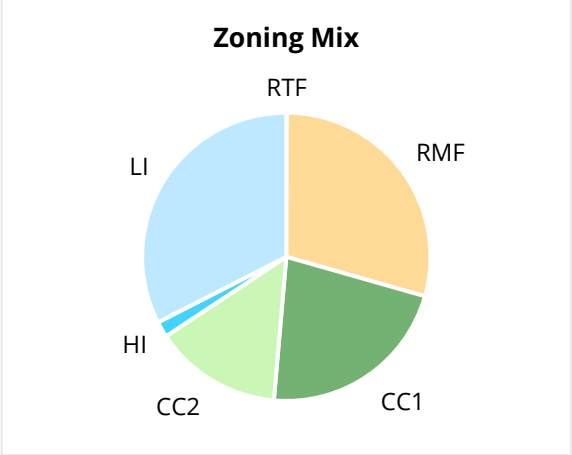
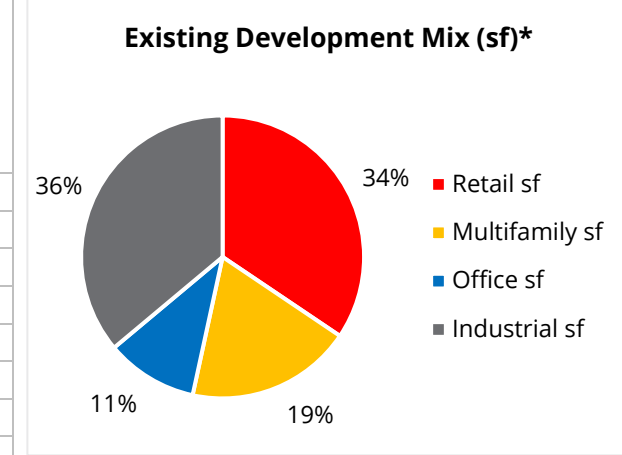


Image source 1-3: MAKERS. 4: Google maps © 2023 Google.

**Description:** Classic pre-war main-street with industrial/commercial uses to the north and **low-intensity residential uses** to the south, adjacent to I-90 ROW. Corridor-like structure: CC zoning runs 18 blocks – see next page for maps. Lively business district on E Sprague Ave. Degraded roads and housing stock to the south, with negative impacts of freeway noise, air pollution, and interrupted street connectivity.

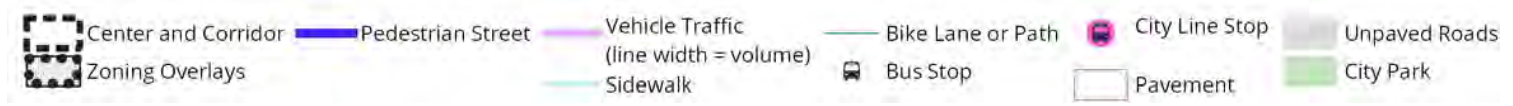
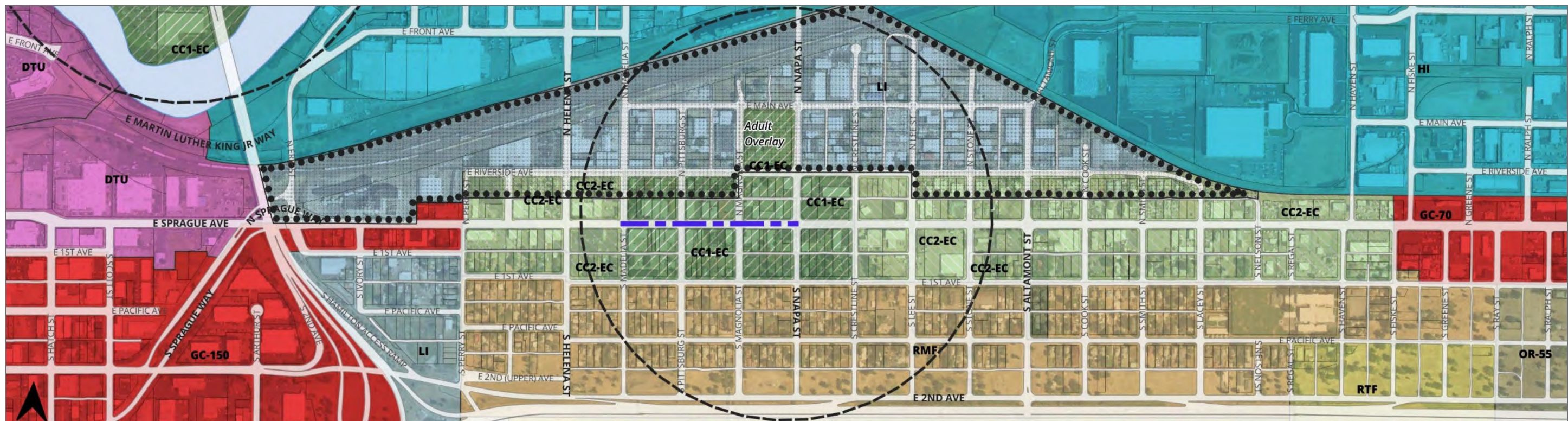
<b>Households</b>	2.1 per acre
<b>Development era</b>	Pre-war. Average year built: 1954*
<b>Primary street</b>	E Sprague Ave
<b>Traffic / width</b>	10,000-12,000 ADT / three lanes
<b>Transit</b>	Route 90, four buses per hour
<b>Walking conditions</b>	Generally good – interrupted connectivity to north, south and west from rail/highway ROWs.
<b>Pedestrian streets</b>	E Sprague Ave from N Madelia St to S Napa St.
<b>Parks nearby</b>	Liberty Park, 22 acres, .75 mile south of center
<b>Public schools nearby</b>	Libby Center Middle School, .75 mile away; Grant Elementary, 1.75 miles away
<b>Retail mix</b>	Mix of shops, restaurants/bars,
<b>Residential mix</b>	Mostly older single-family houses to the south. Some middle housing.
<b>Employment mix</b>	Industrial uses and USPS. Animal hospital, parenting center.
<b>Major landowners</b>	



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.04 per sf
<b>Recent development (since 2003):</b>	Other: 32,240 sf







# 10. Holy Family – Employment Center

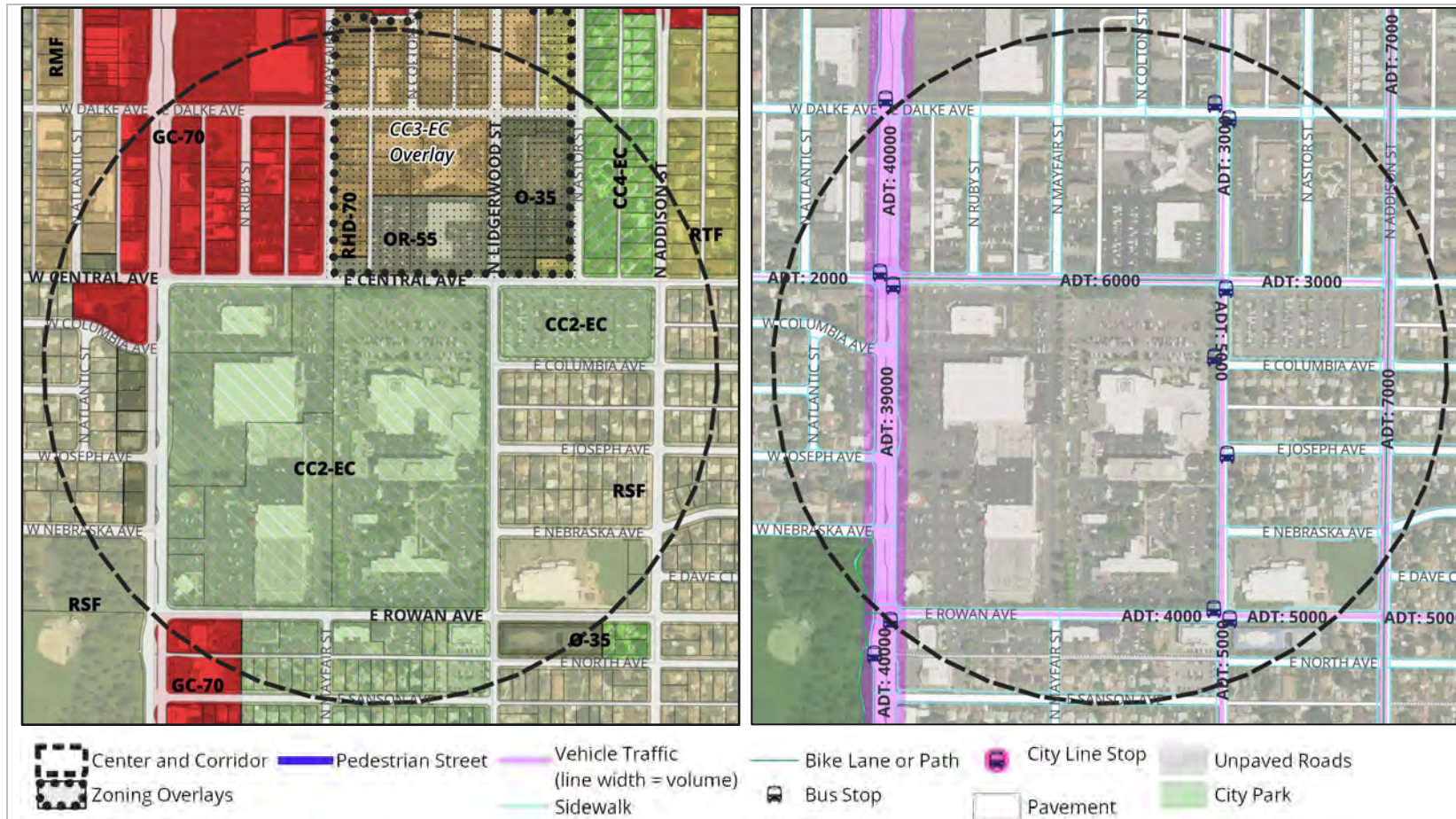
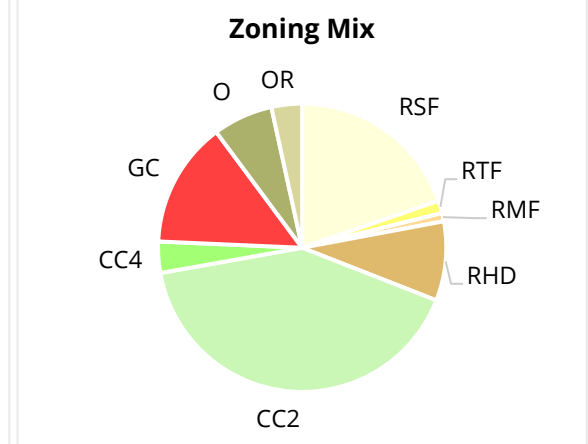
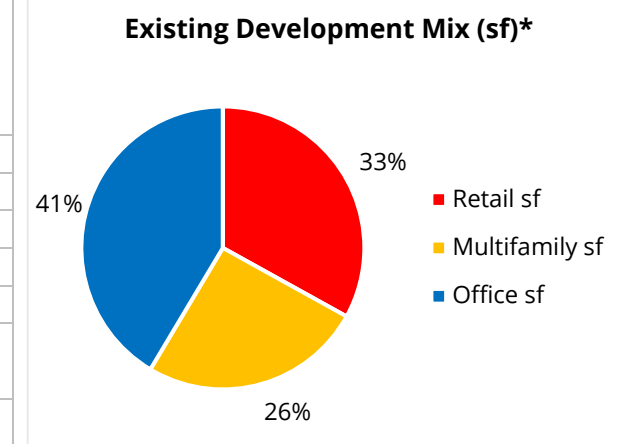


Image source 1-2: MAKERS. 3: Google maps © 2023 Google

**Description:** Providence Holy Family Hospital is the dominant use here – which fronts on Lidgerwood, which the Franklin Park Commons shopping center fronts onto Division. This “center” is literally split in half and generally facing away from each other. Lots of surface parking. Lidgerwood and Addison are north-south alternatives to Division, popular with cyclists in available crowdsource datasets such as Ride Report and Strava Metro.

<b>Households</b>	6.4 per acre
<b>Development era</b>	Post-war. Average year built: 1978*
<b>Primary street</b>	N Division St
<b>Traffic / width</b>	39,000-40,000 ADT / 7 lanes
<b>Transit</b>	Route 25, four buses per hour; Route 26, two buses per hour
<b>Walking conditions</b>	Decent. General good connectivity, destinations, and infrastructure, but the hospital is auto-oriented and interrupts grid. No designated pedestrian streets.
<b>Parks nearby</b>	Franklin Park (44 acres) at southwest corner of center; Ruth Park (2 acres) west of center
<b>Public schools nearby</b>	Lidgerwood Elementary School, 1/4 mile away; Madison Elementary School, 1 mile away
<b>Retail mix</b>	Major shopping center with Burlington, Guitar Center, Trader Joes, Ross. Small retail to NE.
<b>Residential mix</b>	Mostly houses. Some apartments and assisted living to north.
<b>Employment mix</b>	Hospital and major medical cluster.
<b>Major landowners</b>	Dominican Health Services, Harlan D Douglass, Group Health Coop of Puget Sound



\*Does not include single-family residential development

<b>Average land value:</b>	\$9.90 per sf
<b>Recent development (since 2003):</b>	Office: 223,845 sf
	Retail: 21,316 sf
	Multifamily: 14,560 sf



# 11. North Foothills – Employment Center

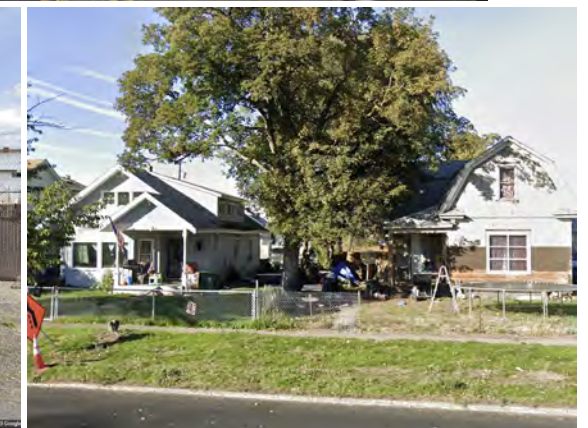
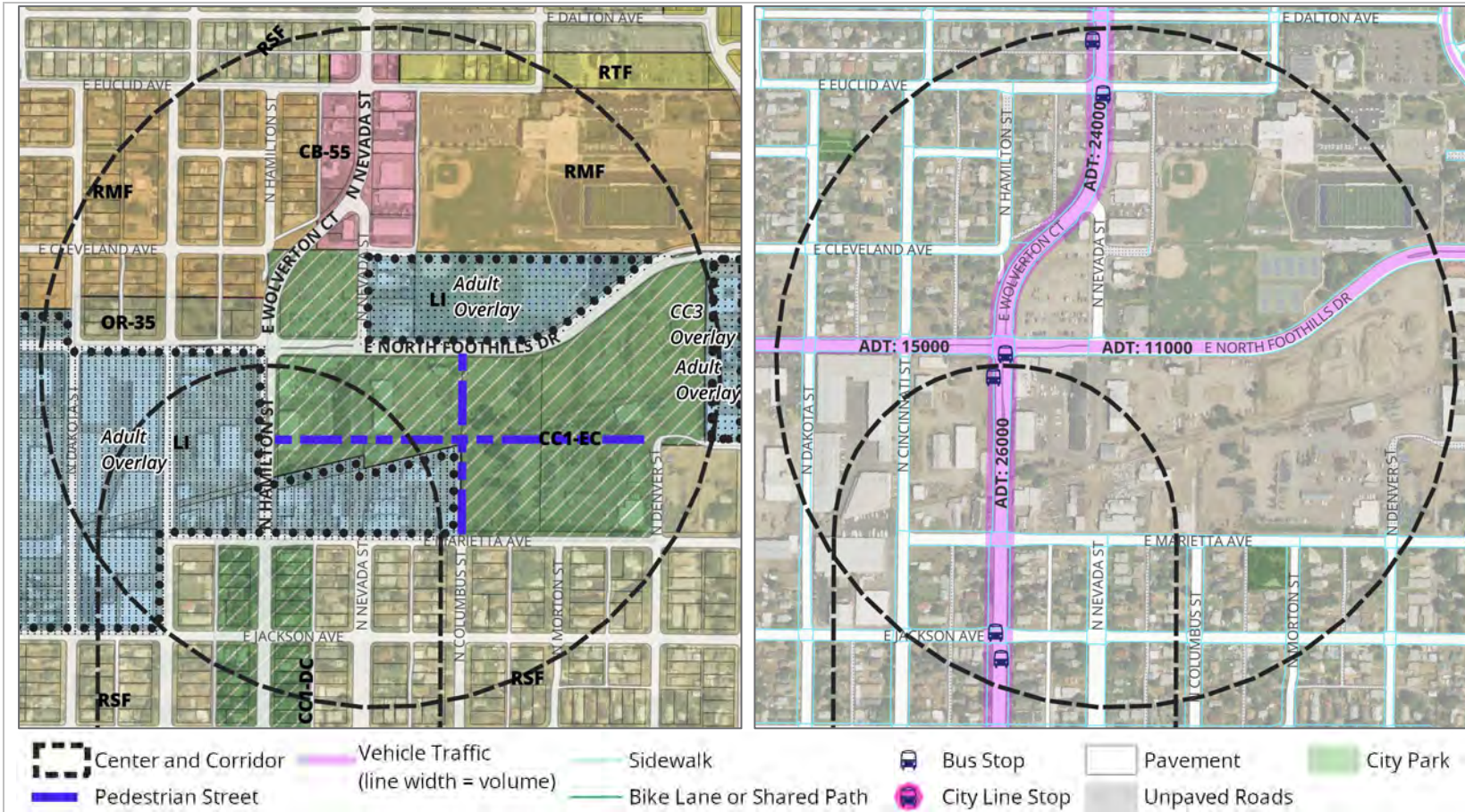
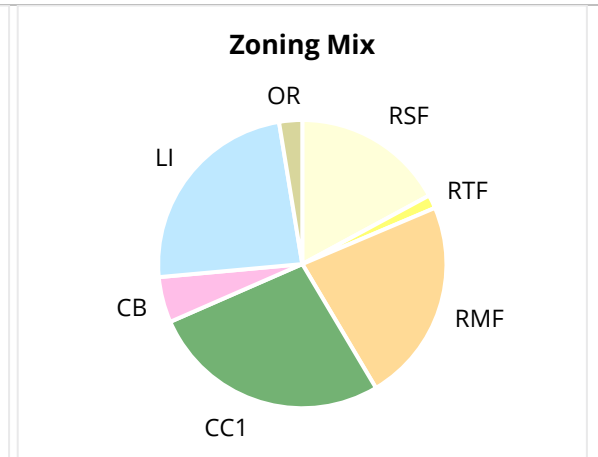
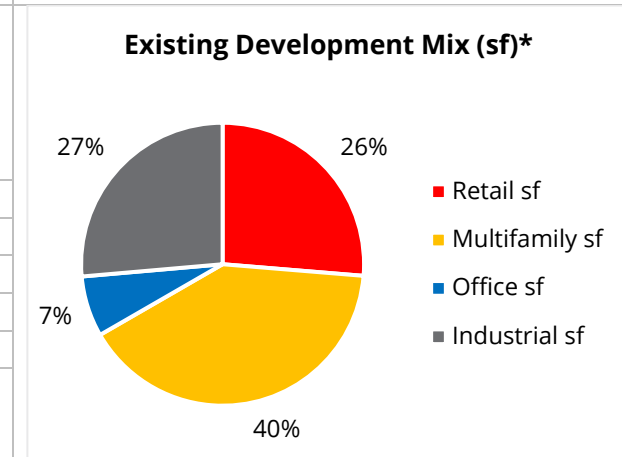


Image source 1-3: Google maps © 2023 Google.

**Description:** Mix of low-intensity industrial, commercial, and flex uses around an old railroad corridor. Mixed residential uses nearby. CC1-EC zoning allows ample heights. Mix of pre-war and post war development on pre-war street grid. Likely significant mixed-use/residential redevelopment potential if environmental hazards/contamination is not severe. Superfund site. Pedestrian street designation was not incorporated into recent development. Institutional uses not generally a good fit for Center designation.

<b>Households</b>	2.6 per acre
<b>Development era</b>	Mixed, but largely post-war. Average year built: 1961*
<b>Primary street</b>	N Nevada St. / N Hamilton St
<b>Traffic / width</b>	24,000-26,000 ADT / four lanes
<b>Transit</b>	Route 27, two buses per hour; Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Mixed: good connectivity in neighborhood areas nearby. Pedestrian hostile industrial uses in the center and continuity break at old railroad ROW. Pedestrian street designations on non-existent rights of way at the heart of the center on industrial land.
<b>Parks nearby</b>	Logan Peace Park, .4 acre in SE corner of center; Fairview Park, .4 acre in NW corner of center
<b>Public schools nearby</b>	Yasuhara Middle School (recently built). Gonzaga Prep (private) High School
<b>Retail mix</b>	Minimal retail present, mostly automotive-repair oriented.
<b>Residential mix</b>	Mostly houses. New low-rise apartment complex at North Foothills Dr and Nevada St.
<b>Employment mix</b>	Many small-medium industrial uses and businesses. Two schools.



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.59 per sf
<b>Recent development (since 2003):</b>	Multifamily: 25,000 sf Other: 10,520 sf



**Major landowners**

Gonzaga Prep School, Catholic Charities Eastern Washington, Foothills Mini Storage, Larry Stone Properties

## 12. North Nevada – Employment Center

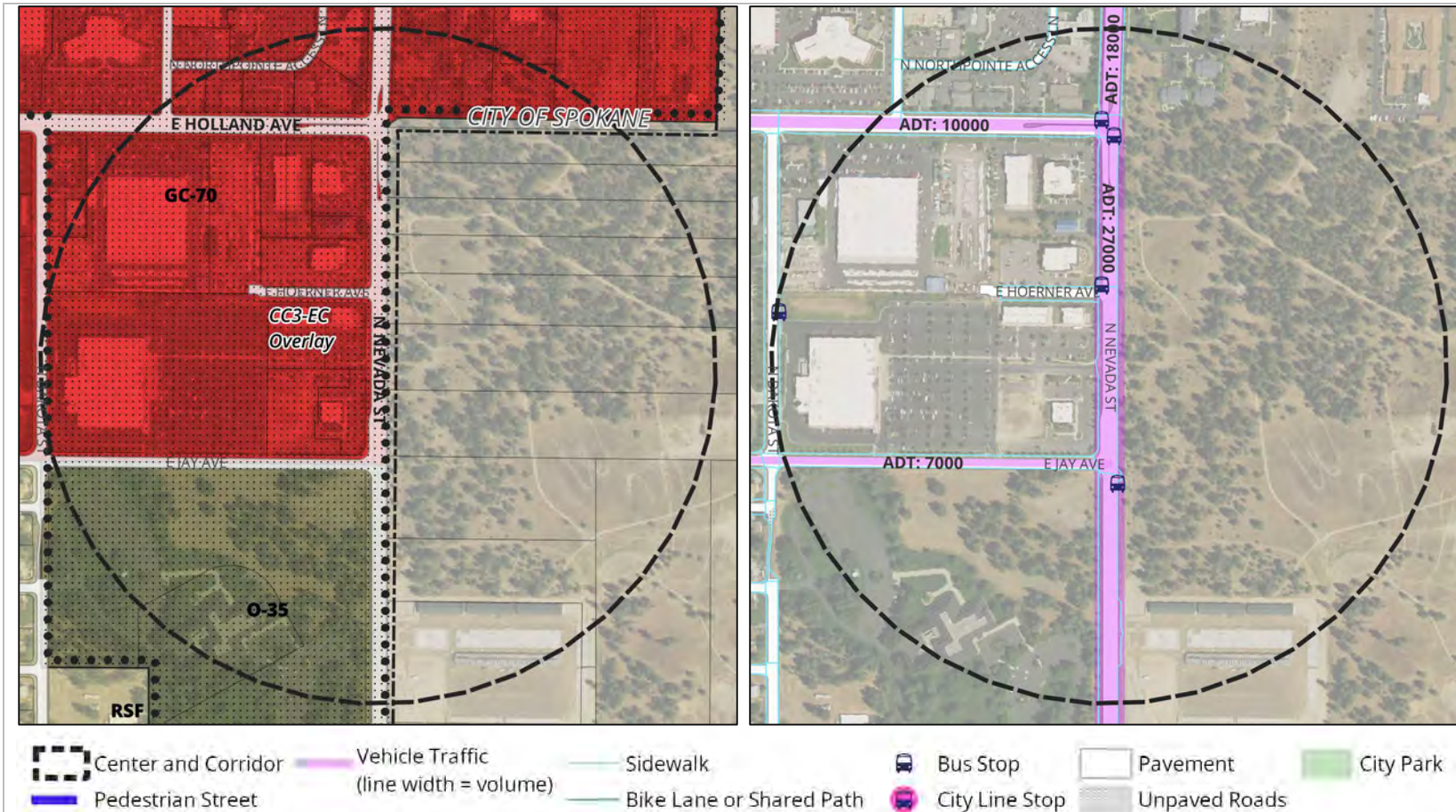
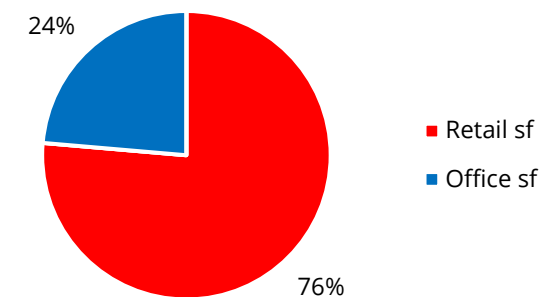


Image source 1-3: MAKERS. 4: Google maps © 2023 Google

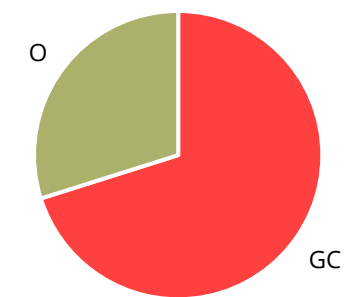
**Description:** Employment Center – with GC and O zoning. Edge of City limits with considerable greenfields. Very auto dependent. Area functions more like part of a larger regional center (the "Y", in reference to the split between Hwy 395 and Hwy 2). Function of specific center also depends on what gets developed on greenfields to the east. Health services/senior housing cluster.

<b>Households</b>	2.6 per acre
<b>Development era</b>	Contemporary/undeveloped. Average year built: 2003*
<b>Primary street</b>	N Nevada St.
<b>Traffic / width</b>	18,00-27,000 ADT / 5 lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Poor – limited connectivity and widely spaced destinations, although sidewalks are present.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Hill N’ Dale Park, 4 acres, 1/2 mile west of center
<b>Public schools nearby</b>	Shiloh Hills Elementary School, 1 mile away
<b>Retail mix</b>	Some pad retail with major retailers nearby: WinCo Foods, Ziggy’s Home Imp., and Walmart
<b>Residential mix</b>	Some apartments, senior apartments, and assisted living to the north

**Existing Development Mix (sf)\***



**Zoning Mix**



\*Does not include single-family residential development

<b>Average land value:</b>	\$3.78 per sf
<b>Recent development (since 2003):</b>	Retail: 143,410 sf Office: 4,195 sf



<b>Employment mix</b>	Medical services		
<b>Major landowners</b>	Douglass family, East Magnesium Properties, Ziegler Lumber Company		

## 13. Trent & Hamilton – Employment Center

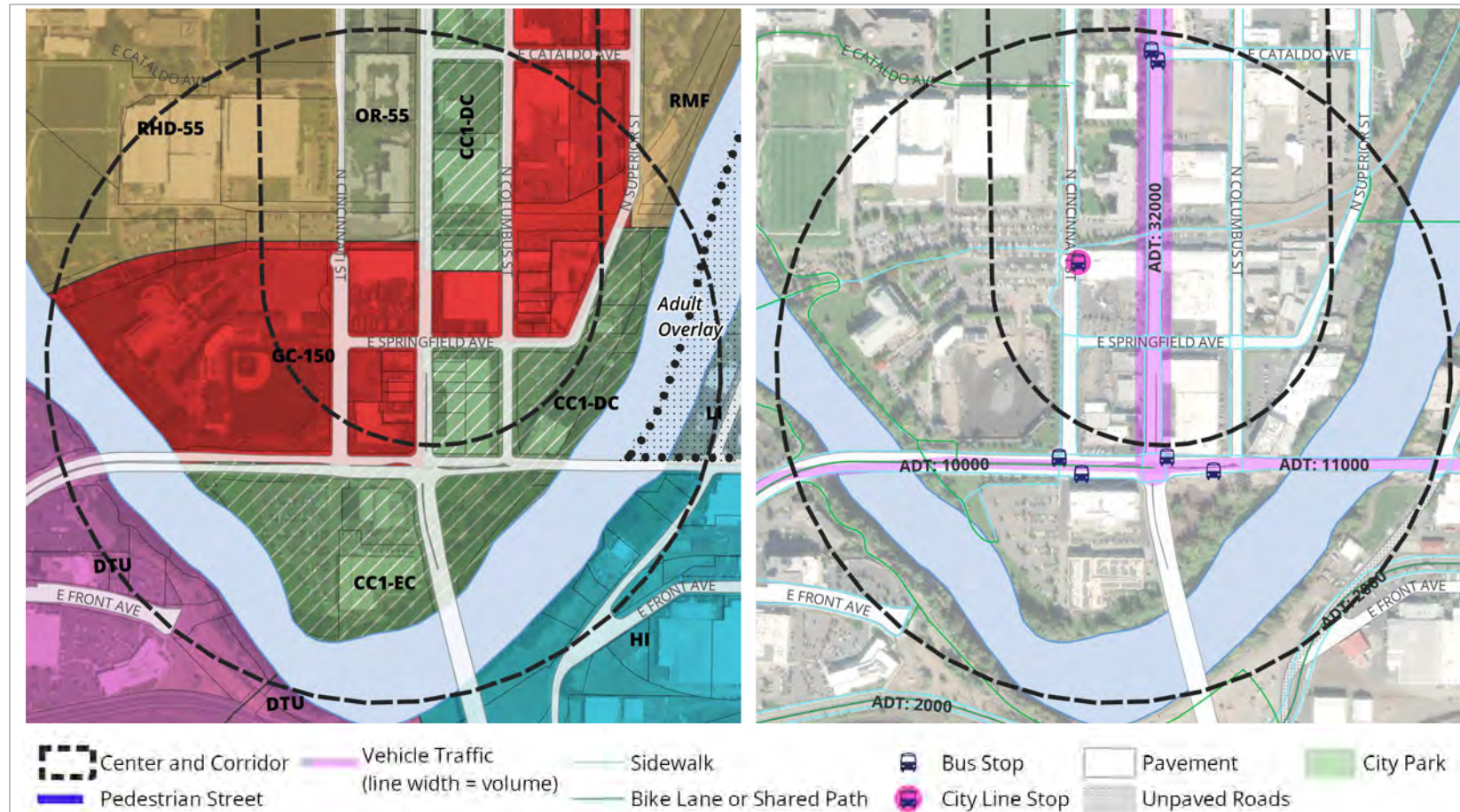
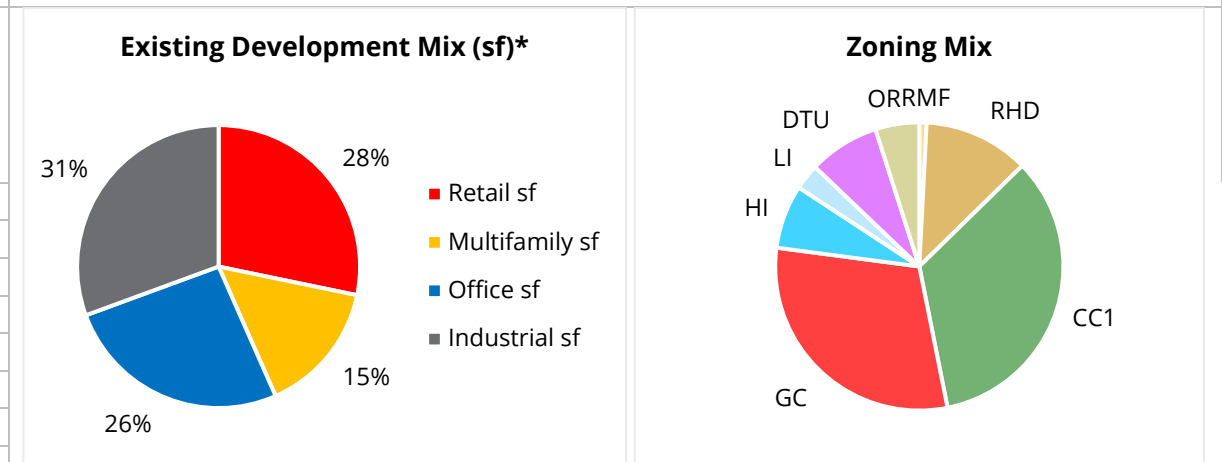


Image source 1-4: MAKERS.

**Description:**  
Industrial area transitioning to office/retail/residential mixed-uses. Excellent transit service with City Line. Heavy traffic with high speeds on Hamilton creates an unpleasant pedestrian environment, but shared-use paths provide connectivity. Gonzaga University campus to the north. Opportunities to improve public access to riverfront as properties redevelop.

<b>Households</b>	2.3 per acre
<b>Development era</b>	Average year built: 1966.
<b>Primary street</b>	N Hamilton St
<b>Traffic / width</b>	32,000 ADT / five lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Moderate
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Mission Park, 13.3 acres, 1 mile northeast of center
<b>Public schools nearby</b>	Stevens Elementary School, 1.2 miles away;
<b>Retail mix</b>	Limited retail – some stores and eating/drinking scattered throughout.
<b>Residential mix</b>	Student dorms. No other residential currently.



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.90 per sf
<b>Recent development (since 2003):</b>	Multifamily: 110,662 sf



<b>Employment mix</b>	Manufacturing and industrial uses, university and academic buildings, medical/health sciences.		
<b>Major landowners</b>	Gonzaga University, EZ Loader, Matrix Financial, Hamilton & Trent LLC, Emerald Initiative, MGD at GU LLC		

## 14. Hamilton – Corridor

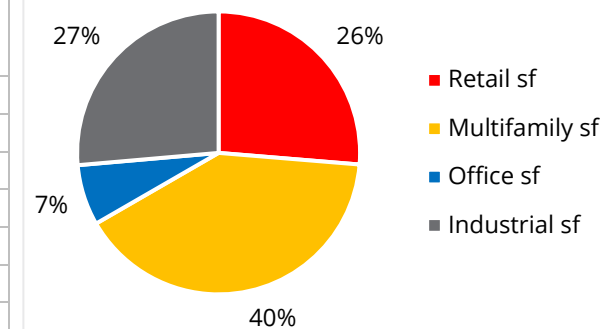


Image source 1-4: MAKERS.

**Description:** See next page for full length maps. Heavy traffic corridor with retail uses, with complementary residential uses, including student housing, to east and west. Gonzaga University located to west, on southern end of the corridor. Excellent transit service via City Line. South Logan TOD subarea plan underway to revise zoning and leverage TOD opportunities. Unique Hamilton Form-Based Code in central areas to be revised following subarea plan. Planned-action EIS will facilitate development.

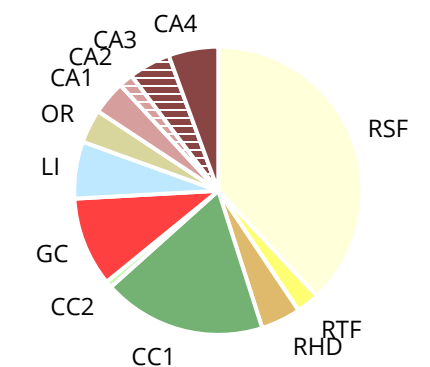
<b>Households</b>	6.4 per acre
<b>Development era</b>	Mixed – pre-war grid with major post-war development and infrastructure. Average year built: 1961.
<b>Primary street</b>	N Hamilton St
<b>Traffic / width</b>	28,000-30,000 ADT / five lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour; Route 39, two buses per hour
<b>Walking conditions</b>	Generally good, although Hamilton St is a barrier
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Mission Park (13.33 acres)
<b>Public schools nearby</b>	Logan Elementary School
<b>Retail mix</b>	Mostly auto-oriented mix of restaurants and shops with some main-street style buildings

**Existing Development Mix (sf)\***



\*Does not include single-family residential development

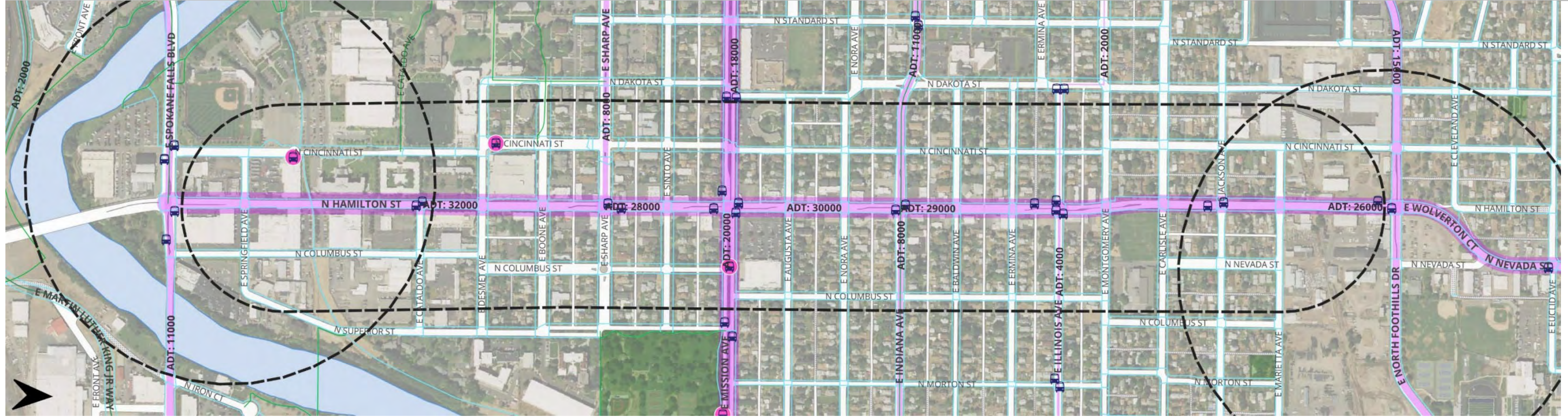
**Zoning Mix**



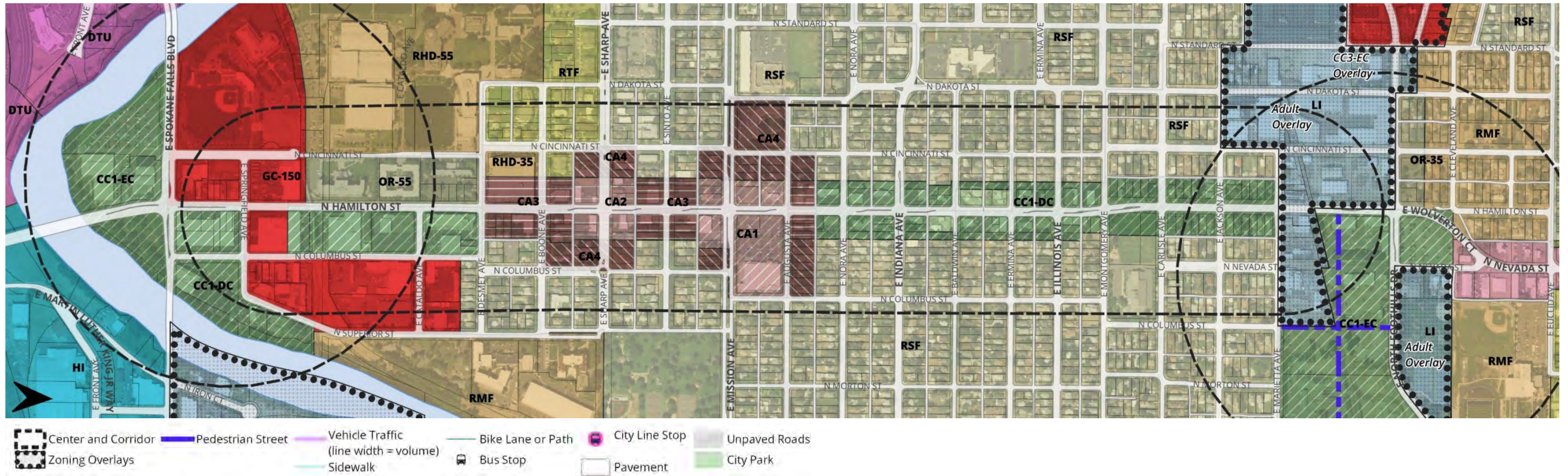
<b>Average land value:</b>	\$6.08 per sf
<b>Recent development (since 2003):</b>	Other: 372,588 sf



<b>Residential mix</b>	Mostly detached houses, with student dorms and some apartment buildings	Multifamily: 196,282 sf
<b>Employment mix</b>	Gonzaga university and education-cluster. Non-profit services and religious schools and services.	Retail: 30,576 sf
<b>Major landowners</b>	Gonzaga University/Catholic Church, LLC & M LLC	







## 15. Market Street/Hillyard - Corridor

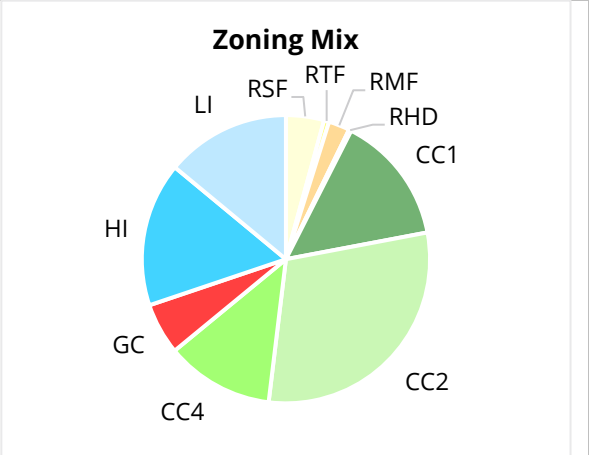
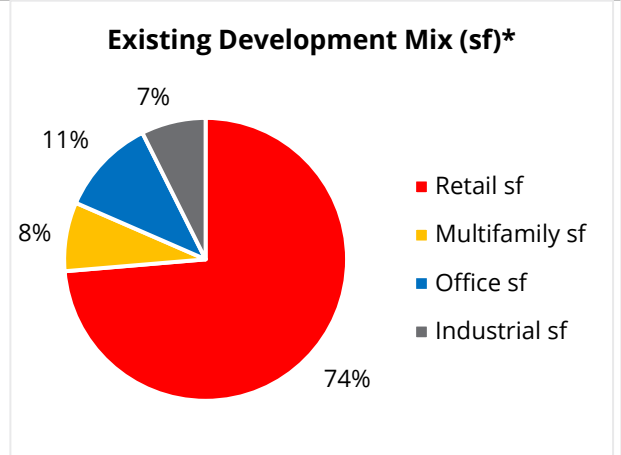




Image source 1-4: MAKERS.

**Description:** Corridor – with CC1-DC zoning and some CC4-DC on the back side (mostly with older single family homes). Classic main street retail with working-class homes to west and railyard to east (and NSC interstate under construction). Rail/freeway corridor cuts Hillyard off from homes/businesses to the east.

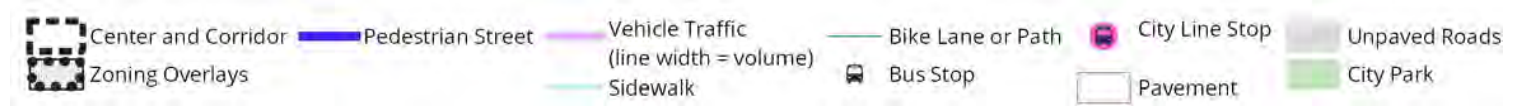
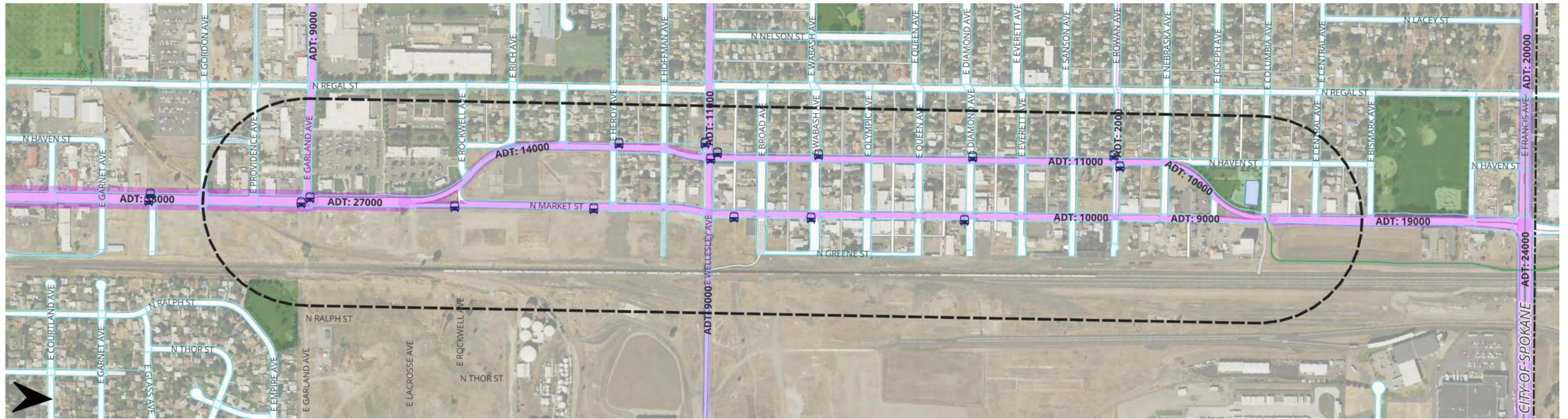
<b>Households</b>	2.8 per acre
<b>Development era</b>	Pre-war. Average year built: 1947*
<b>Primary street</b>	N Market Street
<b>Traffic / width</b>	10,000-13,000 ADT / two lanes
<b>Transit</b>	Route 35, two buses per hour; Route 33, four buses per hour
<b>Walking conditions</b>	<b>Good.</b> Sidewalks present, pedestrian-oriented design, lots of destinations. Poor connections to east. Market St is a designated <b>pedestrian street</b> between Wabash Ave and Nebraska Ave.
<b>Parks nearby</b>	Kehoe Park (2 acres) west of center. Hillyard Aquatic Center to the north.
<b>Public schools nearby</b>	Regal Elementary School, 1 mile away; Shaw Middle School, 1 mile away
<b>Retail mix</b>	Small stores, shops, and restaurants/taverns. Some vacant storefronts.
<b>Residential mix</b>	Houses and middle housing west of N Haven St.
<b>Employment mix</b>	Industrial uses and small office uses scattered throughout.
<b>Major landowners</b>	Rail/freeway right-of-way corridor to east



\*Does not include single-family residential development

<b>Average land value:</b>	\$3.11 per sf
<b>Recent development (since 2003):</b>	Office: 28,110 sf Retail: 18,260 sf







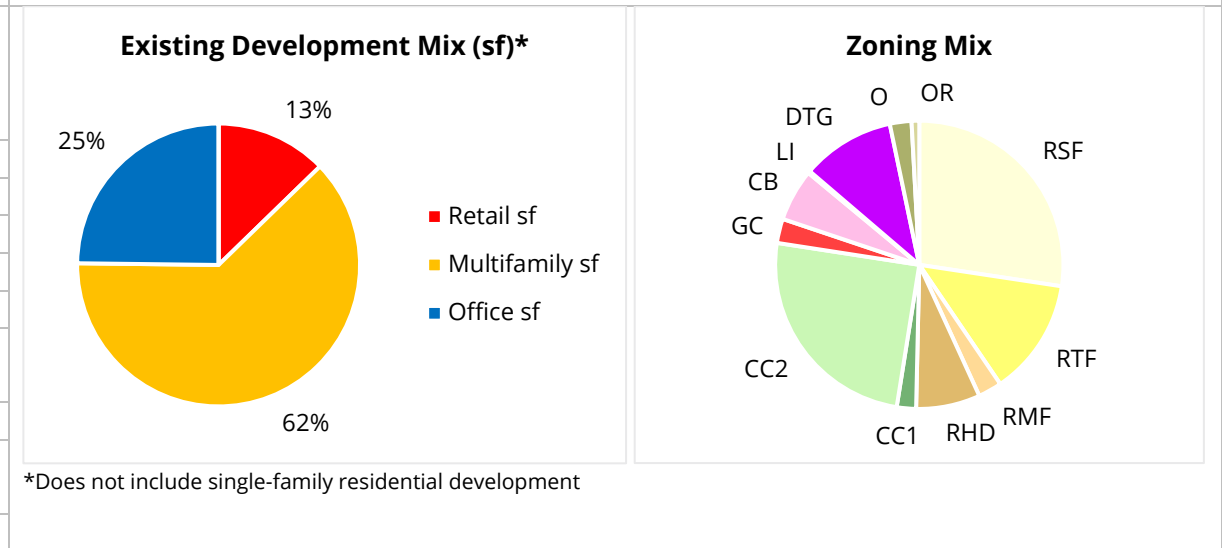
# 16. Monroe - Corridor



Image source 1-4: MAKERS.

**Description:** Corridor – extends for approximately 27 blocks and includes CC2-DC zoning. Such CC2 zoning is very narrow in places with a mixture of RSF, RTF, RMF, and RDH zoning on the backside. Recent road reconfiguration on northern segment has helped to revitalize character and promote some economic development here.

<b>Households</b>	5.8 per acre
<b>Development era</b>	Pre-war. Average year built: 1933*
<b>Primary street</b>	N Monroe St
<b>Traffic / width</b>	17,000 ADT / five lanes
<b>Transit</b>	Route 4, four buses per hour; Route 36, two buses per hour
<b>Walking conditions</b>	Good: Generally good call around, although there are fewer safe crossings of Monroe to the south. Monroe is a designated <b>pedestrian street</b> between W Boone Ave and W Montgomery Ave.
<b>Parks nearby</b>	Corbin Park, 12 acres 1 mile north of center
<b>Public schools nearby</b>	The Community School (high school); Spokane Public Montessori to the west, North Central High School, ¼ mile to east
<b>Retail mix</b>	Broad mix of small-medium retail, including REI at southern end.
<b>Residential mix</b>	Mostly houses and small middle housing, some apartments.
<b>Employment mix</b>	Some office, human services, and government uses, especially in the south.
<b>Major landowners</b>	Spokane Transit Authority, James Orcutt



<b>Average land value:</b>	\$7.25 per sf
<b>Recent development (since 2003):</b>	Retail: 80,405 sf
	Multifamily: 25,200 sf





- Center and Corridor
- Pedestrian Street
- Vehicle Traffic (line width = volume)
- Bike Lane or Path
- City Line Stop
- Unpaved Roads
- Zoning Overlays
- Bus Stop
- Sidewalk
- Pavement
- City Park



# 17. 14th & Grand Boulevard – Neighborhood Center

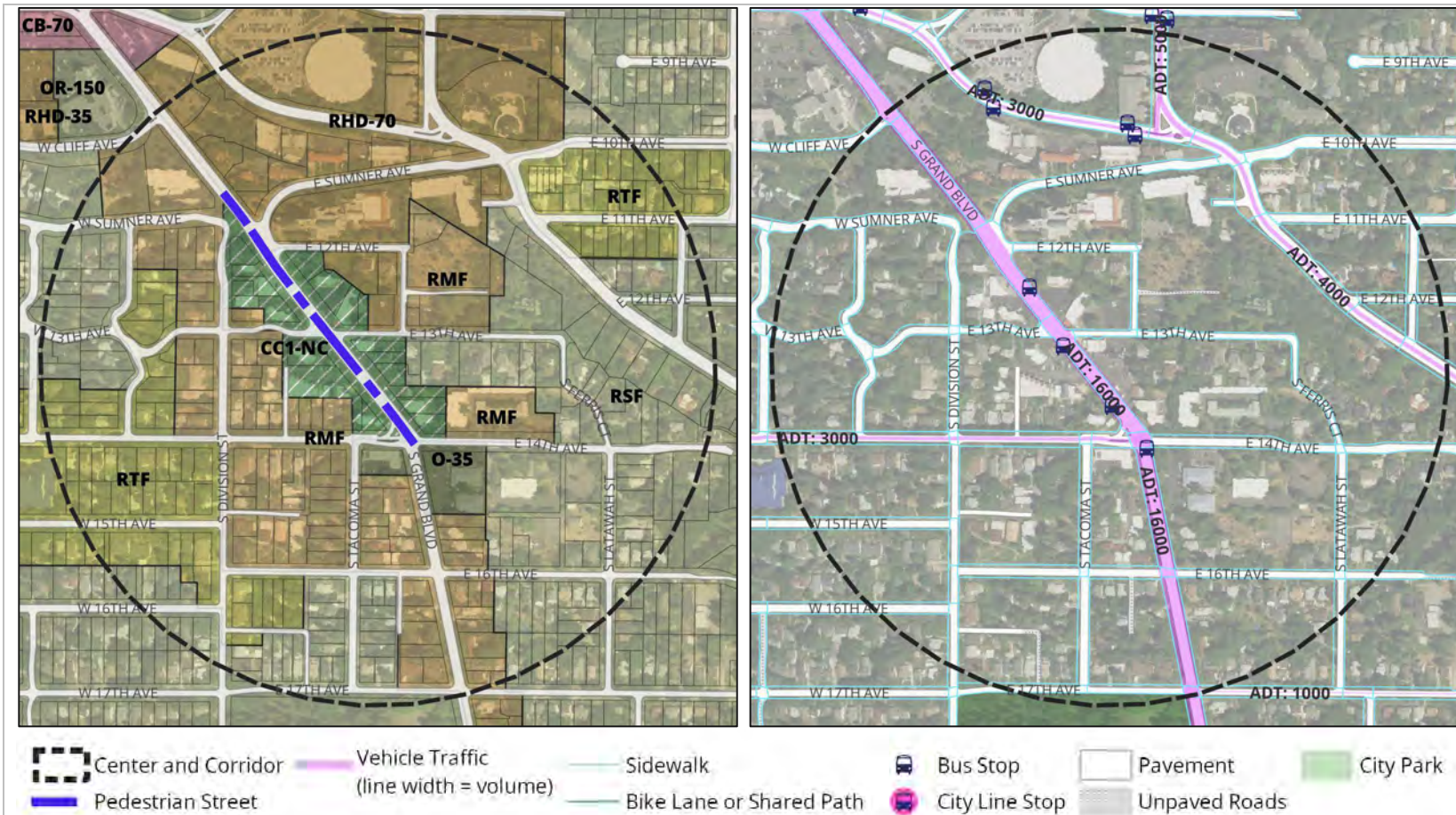
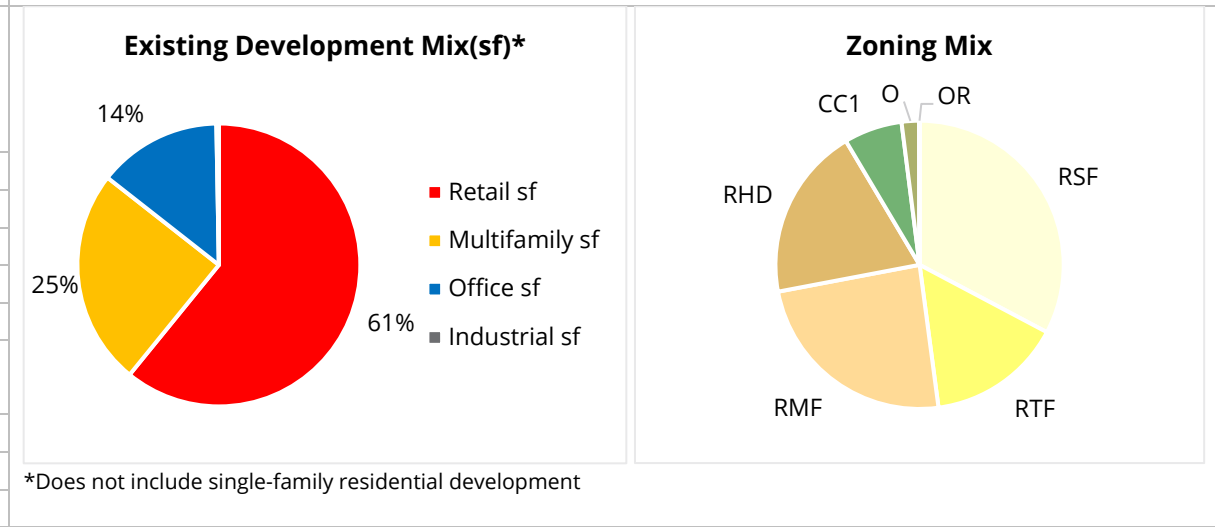


Image source 1-2: MAKERS. 3: Google maps © 2023 Google.

**Description:** Awkward neighborhood center on wide arterial. Generally auto-oriented buildings and uninviting pedestrian character, although surrounding street grid and through-block connections improve walking conditions. Businesses may serve apartment residents and nearby medical uses and part space bring pass-through traffic. Good mix of zoning for residential uses.

<b>Households</b>	8.8 per acre
<b>Development era</b>	Post-war. Average year built: 1958*
<b>Primary street</b>	S Grand Blvd
<b>Traffic / width</b>	16,000 ADT / four lanes
<b>Transit</b>	Route 4, four buses per hour
<b>Walking conditions</b>	Moderate: auto-oriented building design and wide street deter pedestrian traffic. Good sidewalk coverage and connectivity, although topography interrupts connectivity to the north and east.
<b>Pedestrian streets</b>	S Grand Blvd between E Sumner Ave and E 14 <sup>th</sup> Ave.
<b>Parks nearby</b>	Manito Park (90 acres) to south. Cliff Park (5 acres), Edwidge Wolson Park (13 acres) to northwest.
<b>Public schools nearby</b>	Roosevelt Elementary ½ mile to west.
<b>Retail mix</b>	Several restaurants, small stores and services.
<b>Residential mix</b>	Mix of apartments and houses.
<b>Employment mix</b>	Some medical services (extension of hospital cluster to the north).
<b>Major landowners</b>	



\*Does not include single-family residential development

<b>Average land value:</b>	\$8.88 per sf
<b>Recent development (since 2003):</b>	Office: 8,754 sf



# 18. Garland - Neighborhood Center

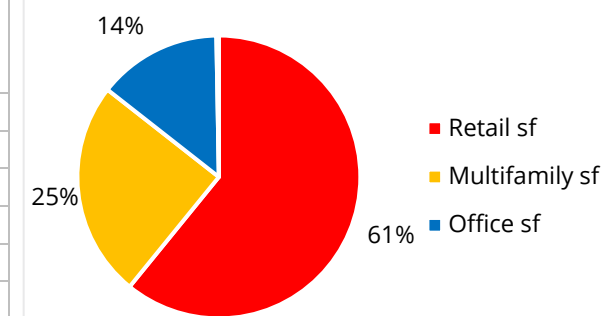


Image source 1-4: MAKERS.

**Description:** Neighborhood Center with CC1-NC zoning. One or only a few pre-war, main-street-style neighborhood centers. Eclectic mix of building designs with lots of shops and restaurants. Large art deco theater at key intersection of N Monroe St and N Garland Ave.

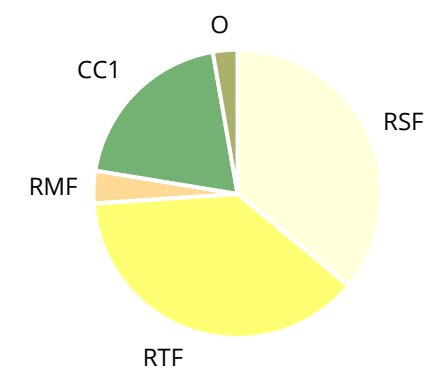
<b>Households</b>	8.2 per acre
<b>Development era</b>	Pre-war. Average year built: 1949*
<b>Primary street</b>	N Monroe St
<b>Traffic / width</b>	15,000-16,000 ADT / five lanes (Monroe) 9000 ADT / two lanes (Garland Ave)
<b>Transit</b>	Route 4, four buses per hour
<b>Walking conditions</b>	Good: excellent connectivity, destination density, and sidewalk coverage. Garland is a designated <b>pedestrian street</b> between N Madison St and N Howard St
<b>Parks nearby</b>	Emerson Park, 40 acres .5 mile south of center
<b>Public schools nearby</b>	Spokane Public Montessori, 2 miles away
<b>Retail mix</b>	Small stores and restaurants, plus a movie theater.
<b>Residential mix</b>	Detached single-family and (likely) small middle housing. A few apartments to the west and south.
<b>Employment mix</b>	Some small offices and automotive shops.
<b>Major landowners</b>	

**Existing Development Mix (sf)\***



\*Does not include single-family residential development

**Zoning Mix**



<b>Average land value:</b>	\$5.63 per sf
<b>Recent development (since 2003):</b>	Multifamily: 60,000 sf



# 19. SFCC – Neighborhood Center

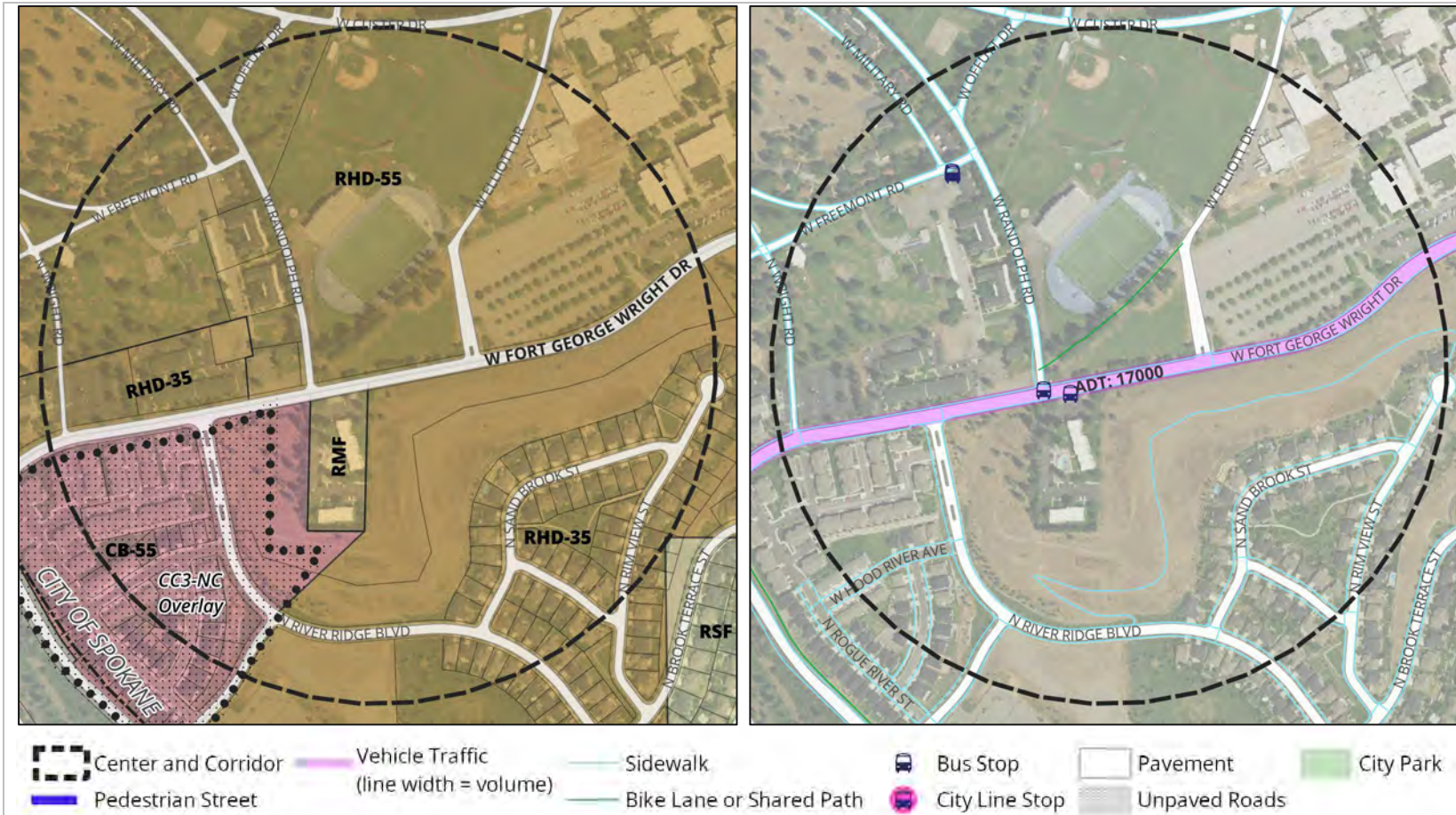
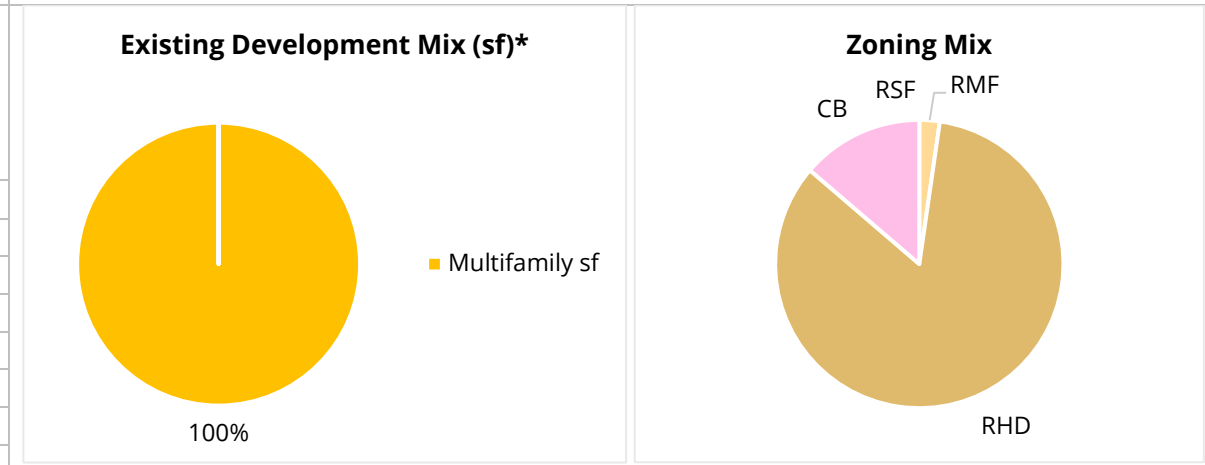


Image source 1-4: MAKERS.

**Description:** Suburban “center” near Spokane Falls Community College west of Spokane River. No retail present, almost all nearby land use is multifamily. No parks in center but ample open space associated with college and natural parks to north. No clear activity node.

<b>Households</b>	7.0 per acre
<b>Development era</b>	Post-war/undeveloped. Average year built: 1987.
<b>Primary street</b>	W Fort George Wright Dr
<b>Traffic / width</b>	17,000 ADT / five lanes
<b>Transit</b>	Route 20, four buses per hour; Route 36, two buses per hour; Route 33, four buses per hour
<b>Walking conditions</b>	Moderate.
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Downriver Park (95.3 acres) to north
<b>Public schools nearby</b>	Spokane Falls Community College
<b>Retail mix</b>	None.
<b>Residential mix</b>	Mostly multifamily, some SFR near the river.
<b>Employment mix</b>	Higher education cluster Community College with Mukogawa Women’s College
<b>Major landowners</b>	State of Washington, Mukogawa Institute, Stejer Development



\*Does not include single-family residential development

**Average land value:** \$2.63 per sf

**Recent development (since 2003):** Multifamily: 169,000 sf



# 20. Indian Trail – Neighborhood Center

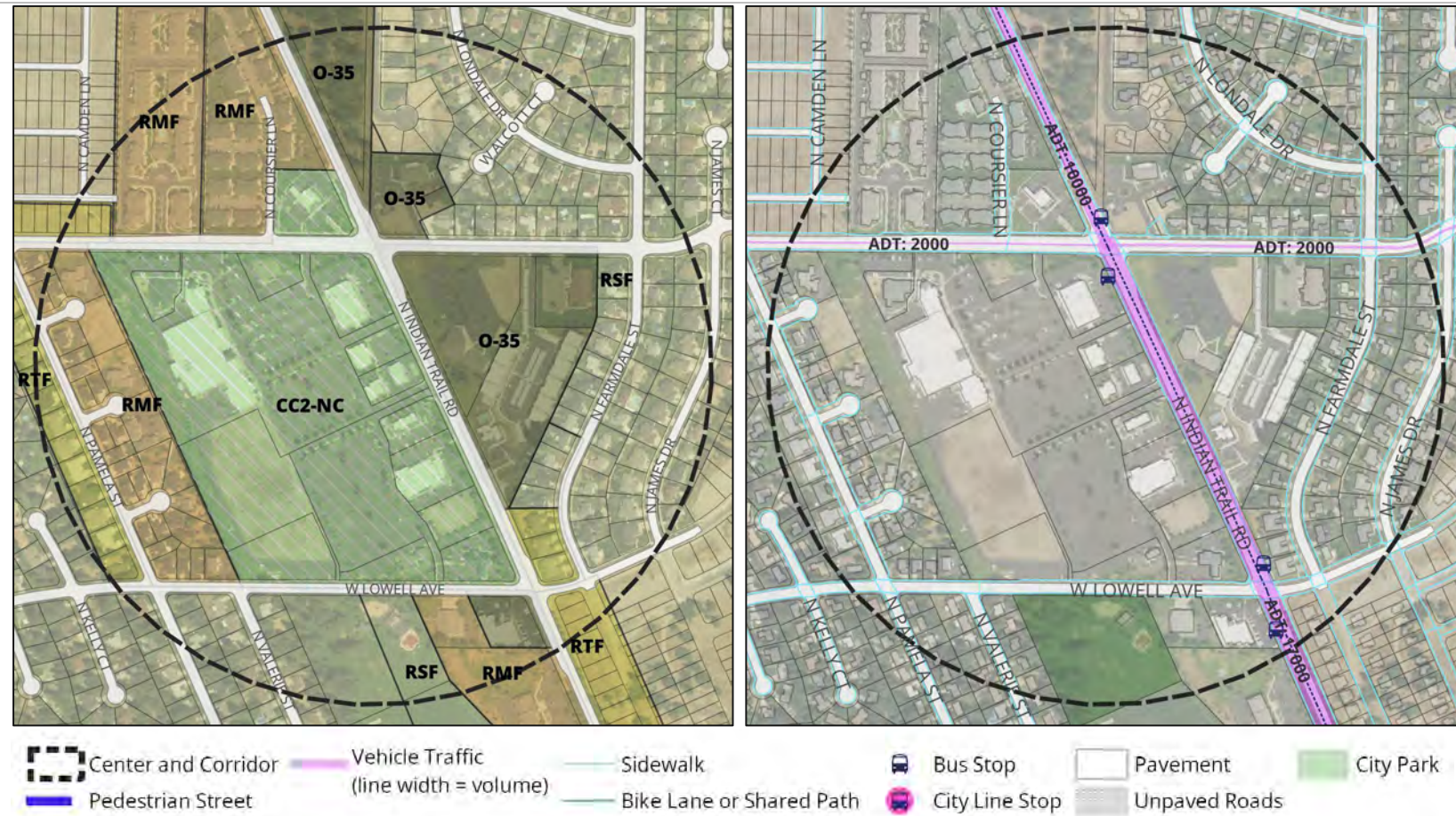
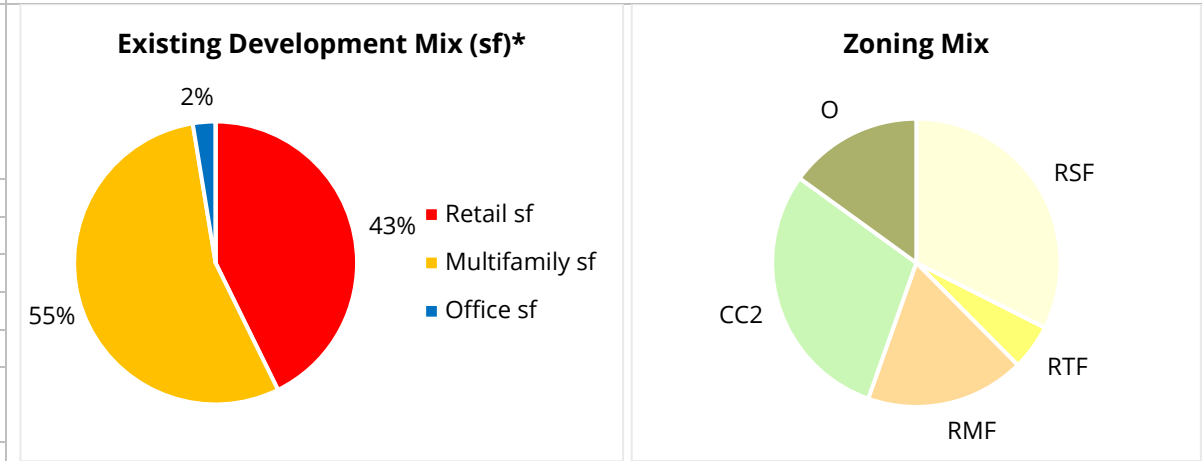


Image source 1-4: MAKERS.

**Description:** Neighborhood Center with CC2 zoning in center. The “center” is basically a very large neighborhood shopping center with a new Safeway and massive parking lot. A mix of low density multifamily uses surrounding the shopping center.



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.54 per sf
<b>Recent development (since 2003):</b>	Multifamily: 467,164 sf
	Retail: 353,138 sf
	Office: 10,215 sf

<b>Households</b>	11.1 per acre
<b>Development era</b>	Contemporary. Average year built: 2009*
<b>Primary street</b>	N Indian Trail Rd
<b>Traffic / width</b>	10,000-17,000 ADT / 4 lanes
<b>Transit</b>	Route 23, two buses per hour
<b>Walking conditions</b>	Moderate – Sidewalks on most roads, limited street grid, larger arterial crossings required to reach destinations. No designated pedestrian streets.
<b>Parks nearby</b>	Pacific Park, 5 acres on south end of center
<b>Public schools nearby</b>	Woodridge Elementary, 1/2 mile away
<b>Retail mix</b>	Shopping center anchored by Safeway and Ace Hardware, with pad retail and fast food.
<b>Residential mix</b>	Mix of houses and apartments
<b>Employment mix</b>	No major employers
<b>Major landowners</b>	Vandervert Developments LLC



# 21. Lincoln & Nevada – Neighborhood Center

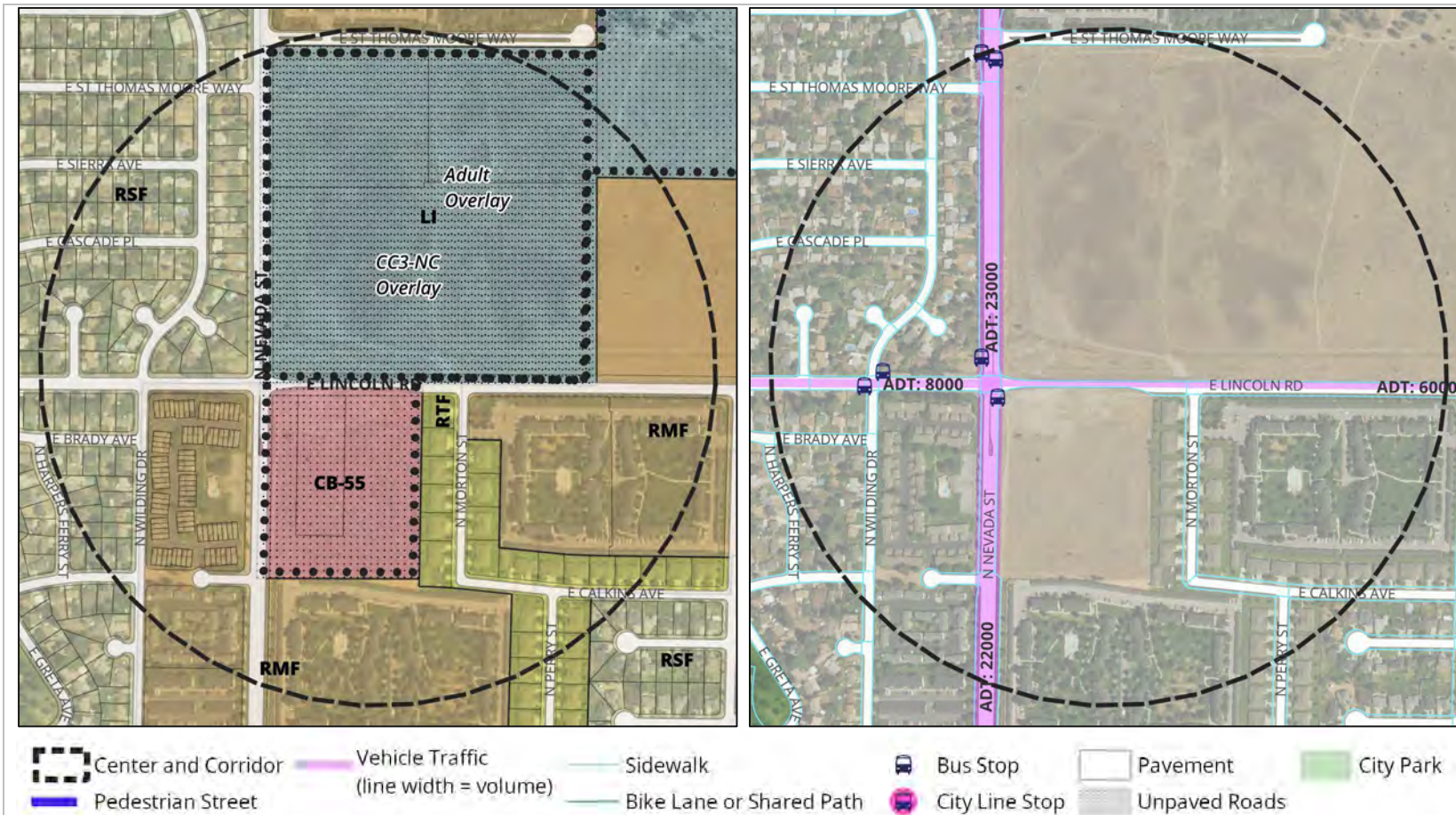
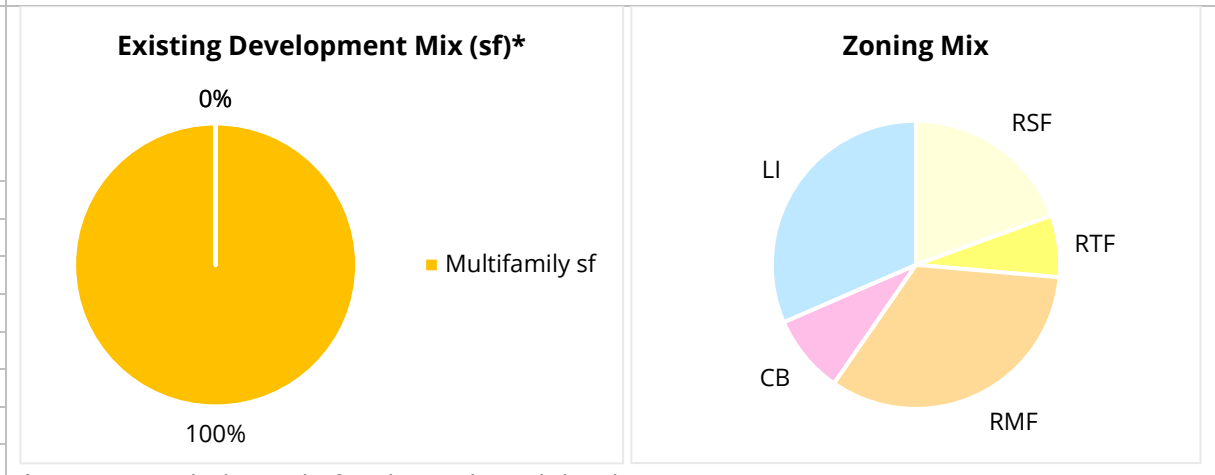


Image source 1-2: Google maps © 2023 Google

**Description:** Neighborhood Center. Most of the center is undeveloped – and zoned LI and CB-35. The street grid and development pattern is set up for the vacant CB property to be developed as a standard suburban neighborhood shopping center.

<b>Households</b>	11.1 per acre
<b>Development era</b>	Contemporary. Average year built: 1993*
<b>Primary street</b>	N Nevada St
<b>Traffic / width</b>	22,000-23,000 ADT / 5 lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Poor – limited connectivity and widely spaced destinations, although sidewalks are present.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Friendship Park, 12 acres, ¼ mile southwest of center
<b>Public schools nearby</b>	Shiloh Hills Elementary School, 3/4 mile away
<b>Retail mix</b>	None
<b>Residential mix</b>	Mix of low-density houses, duplexes, and garden apartments.
<b>Employment mix</b>	Rehab center to the south
<b>Major landowners</b>	Douglass family



\*Does not include single-family residential development

<b>Average land value:</b>	\$3.20 per sf
<b>Recent development (since 2003):</b>	None



## 22. South Perry – Neighborhood Center

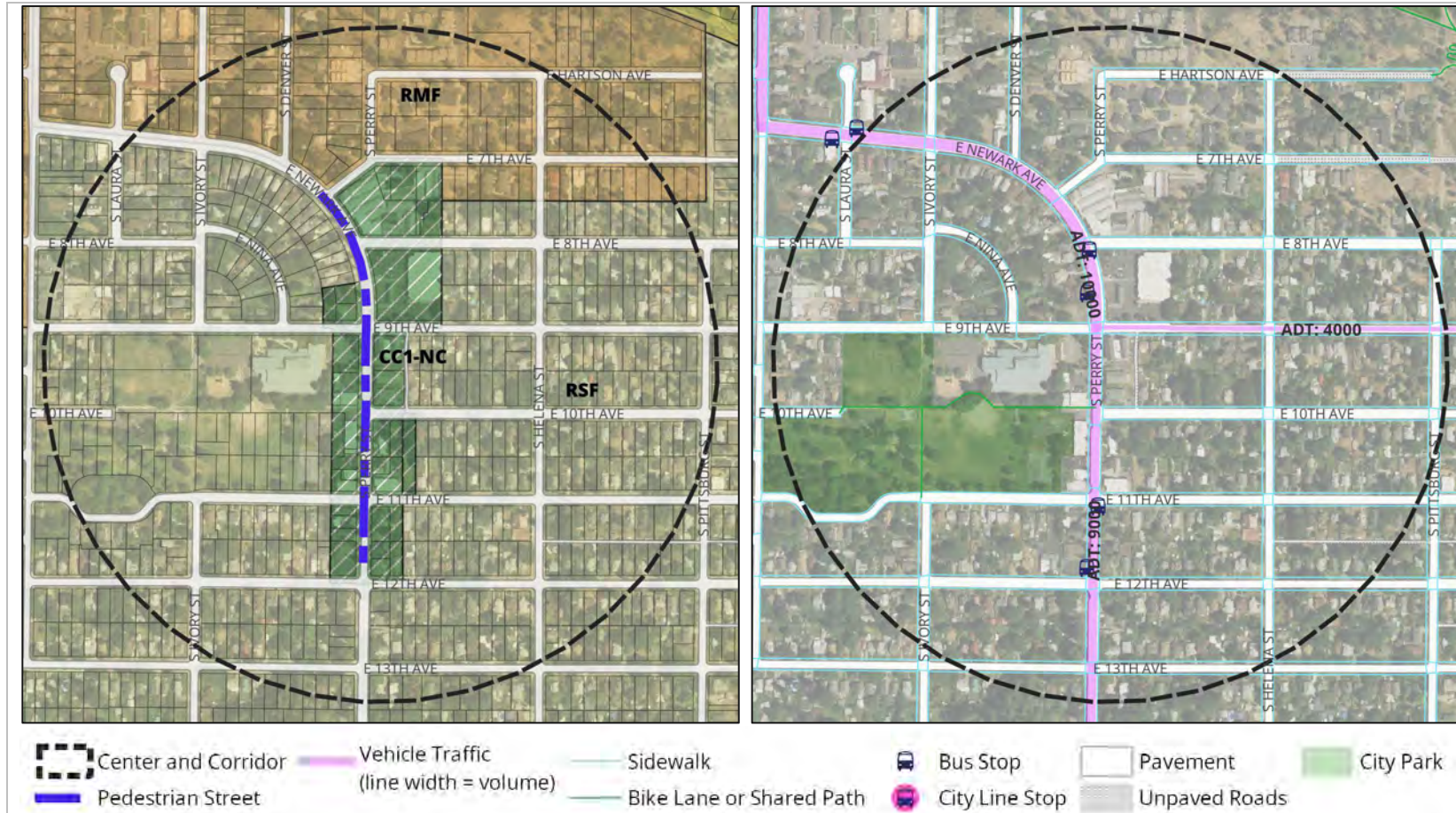
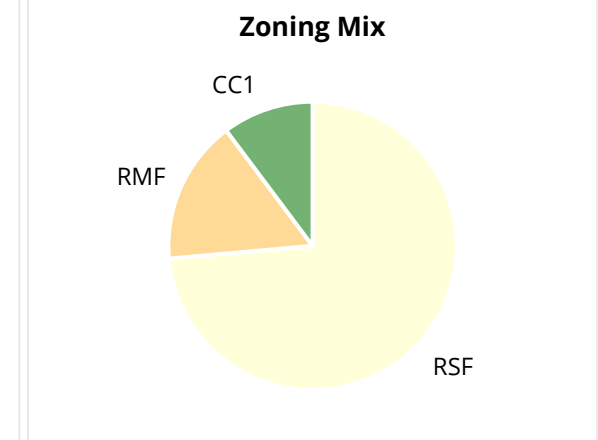
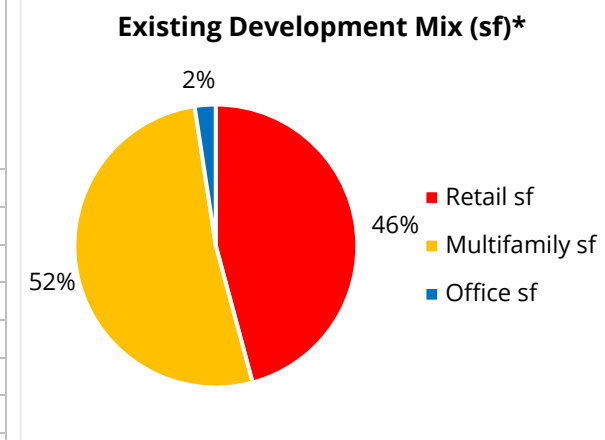


Image source 1-4: MAKERS.

**Description:** Small, lively neighborhood center with retail businesses surrounded by well-maintained historic low-density residential neighborhoods. Some recent investment in new buildings on small sites on the main drag, with mixed results. Popular Farmers Market on Thursdays. Zoning is mostly RSF. Moderate traffic on S Perry St brings customers but does not overwhelm pedestrian-friendly environment.

<b>Households</b>	7.4 per acre
<b>Development era</b>	Pre-war. Average year built: 1942*
<b>Primary street</b>	S Perry St / E Newark Ave
<b>Traffic / width</b>	9,000-10,000 ADT / two lanes
<b>Transit</b>	Route 45, two buses per hour
<b>Walking conditions</b>	Excellent
<b>Pedestrian streets</b>	S Perry between E 7 <sup>th</sup> Ave and E 12 <sup>th</sup> Ave.
<b>Parks nearby</b>	Grant Park, 12.6 acres, west side of center
<b>Public schools nearby</b>	Grant Elementary
<b>Retail mix</b>	Small shops and eating/drinking. Floral greenhouses/garden store.
<b>Residential mix</b>	Mostly single-family detached houses, with some old and new middle housing.
<b>Employment mix</b>	Greenhouses.
<b>Major landowners</b>	Alice Brothers LLC



\*Does not include single-family residential development

<b>Average land value:</b>	\$6.09 per sf
<b>Recent development (since 2003):</b>	Retail: 11,980 sf



# 23. West Broadway – Neighborhood Center

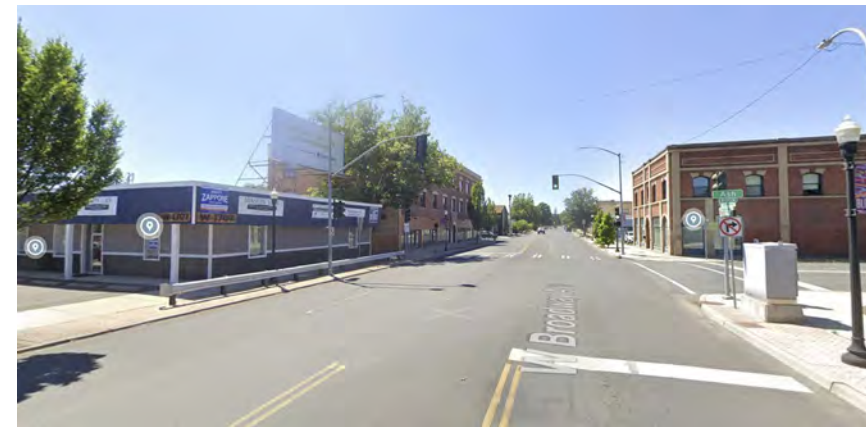
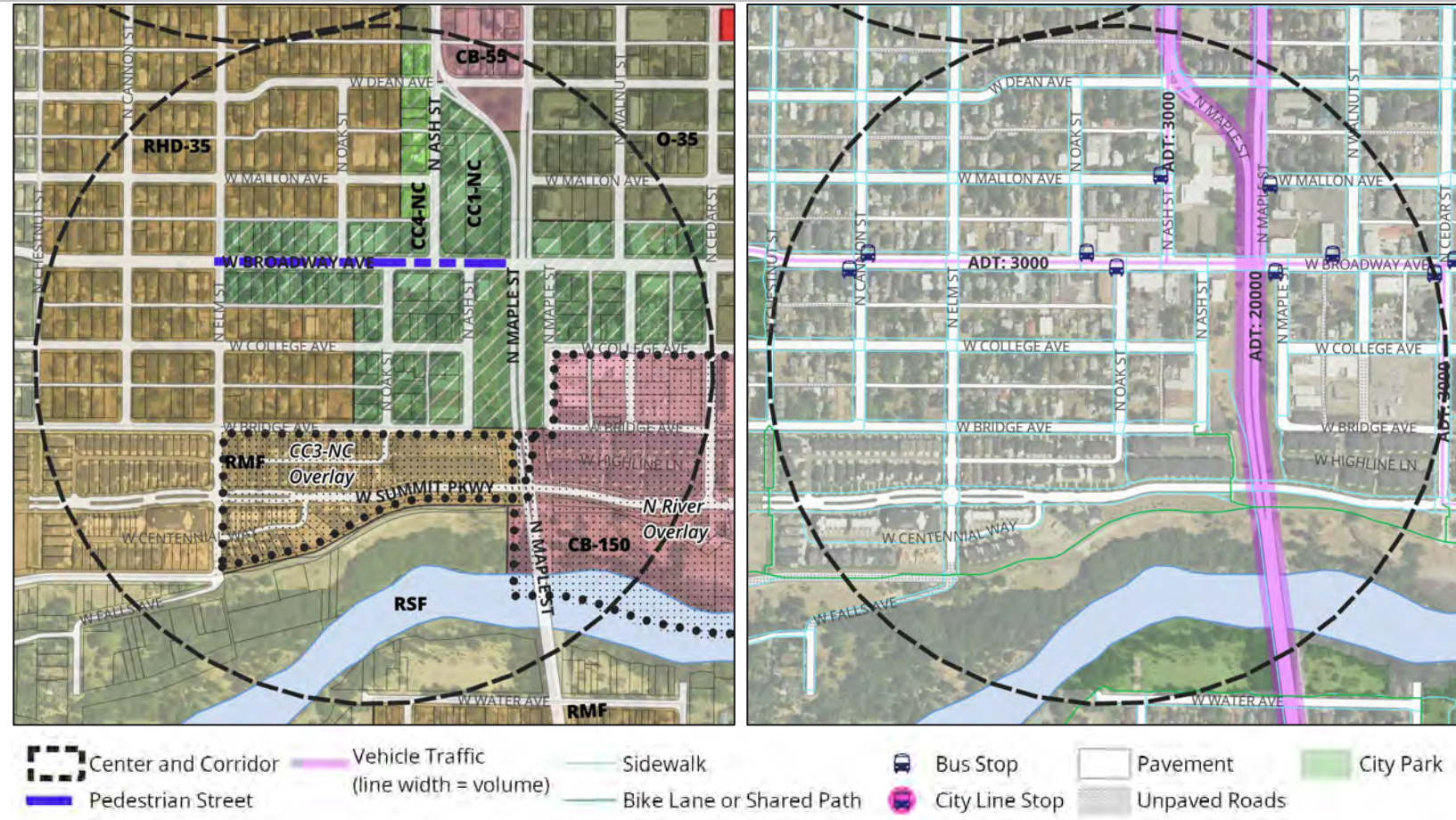
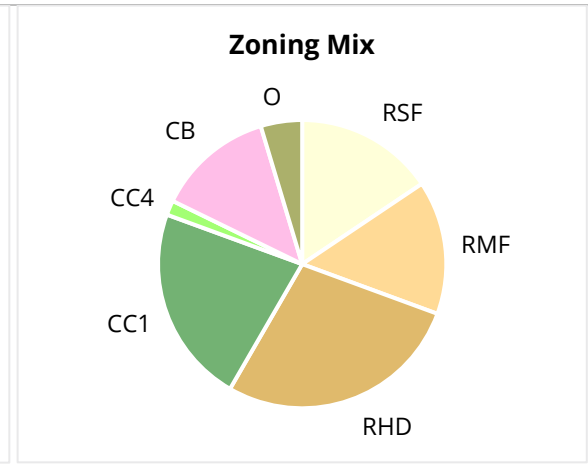
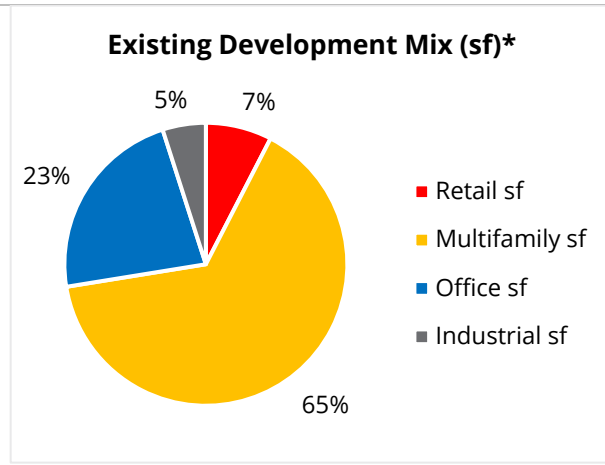


Image source 1-3: Google maps © 2023 Google.

**Description:** Small historic neighborhood center with limited activity. Seemingly in state of transition, with potential impact of recent Kendall Yards development immediately to the south and North River redevelopment to the east not yet realized. Grade separated N Maple St ROW cuts off connectivity, diverts pass-through traffic, and creates a gap in the build fabric. Some good bones for small walkable business district. Low-intensity existing uses. Limited traffic on Broadway, with no major crossroads, but an upcoming project to convert Ash St to two-way traffic will help.

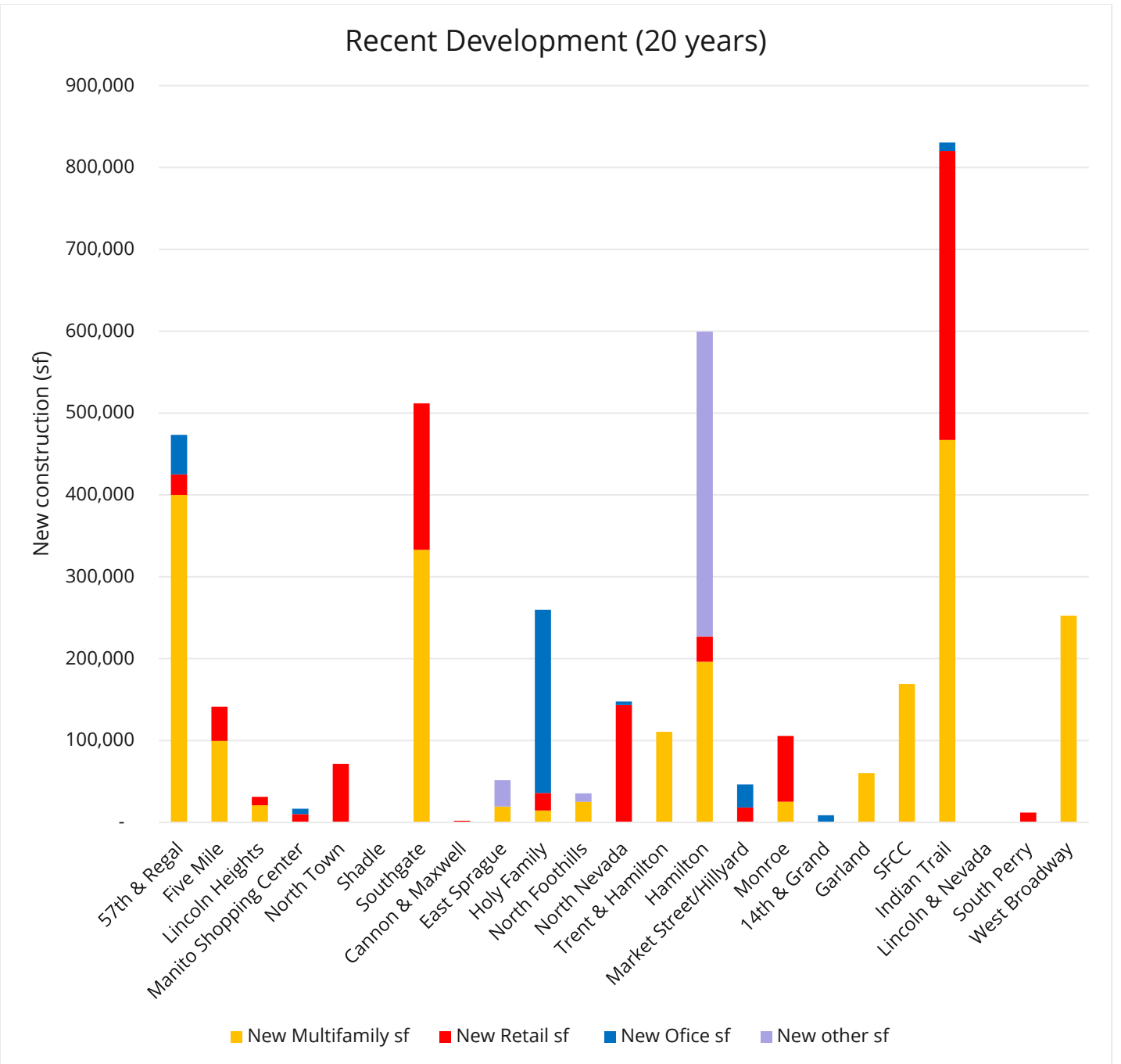
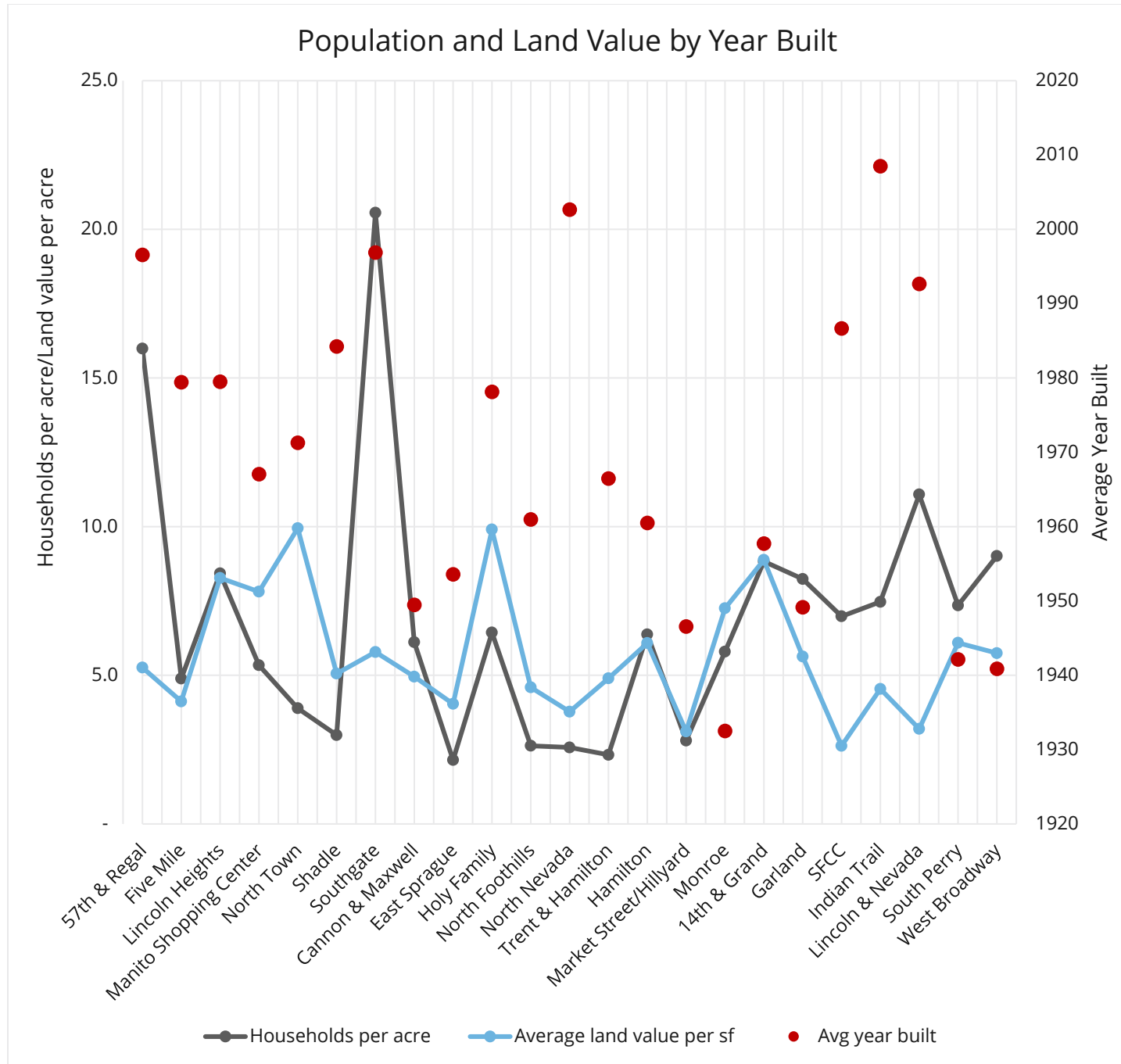
<b>Households</b>	9.0 per acre
<b>Development era</b>	Pre-war. Average year built: 1941*. Maple St highway interrupts pre-war fabric.
<b>Primary street</b>	W Broadway Ave
<b>Traffic / width</b>	3,000 ADT / three lanes
<b>Transit</b>	Route 21, four buses per hour, east/west.
<b>Walking conditions</b>	Generally good – Maple St interrupts east/west connectivity.
<b>Pedestrian streets</b>	W Broadway Ave between N Elm St and N Maple St.
<b>Parks nearby</b>	Dutch Jake’s Park, .4 acres at the west edge of center
<b>Public schools nearby</b>	TEC at Bryant alternative public high school. Holmes Elementary, 1 mile away.
<b>Retail mix</b>	Some small shops in main-street-style buildings on Broadway.
<b>Residential mix</b>	Low density and small middle housing in historic grid, higher densities to south in Kendall Yards.
<b>Employment mix</b>	Bail Bonds and legal offices cluster. School.
<b>Major landowners</b>	Laplante Properties International, Bridgeway Apartments LLC



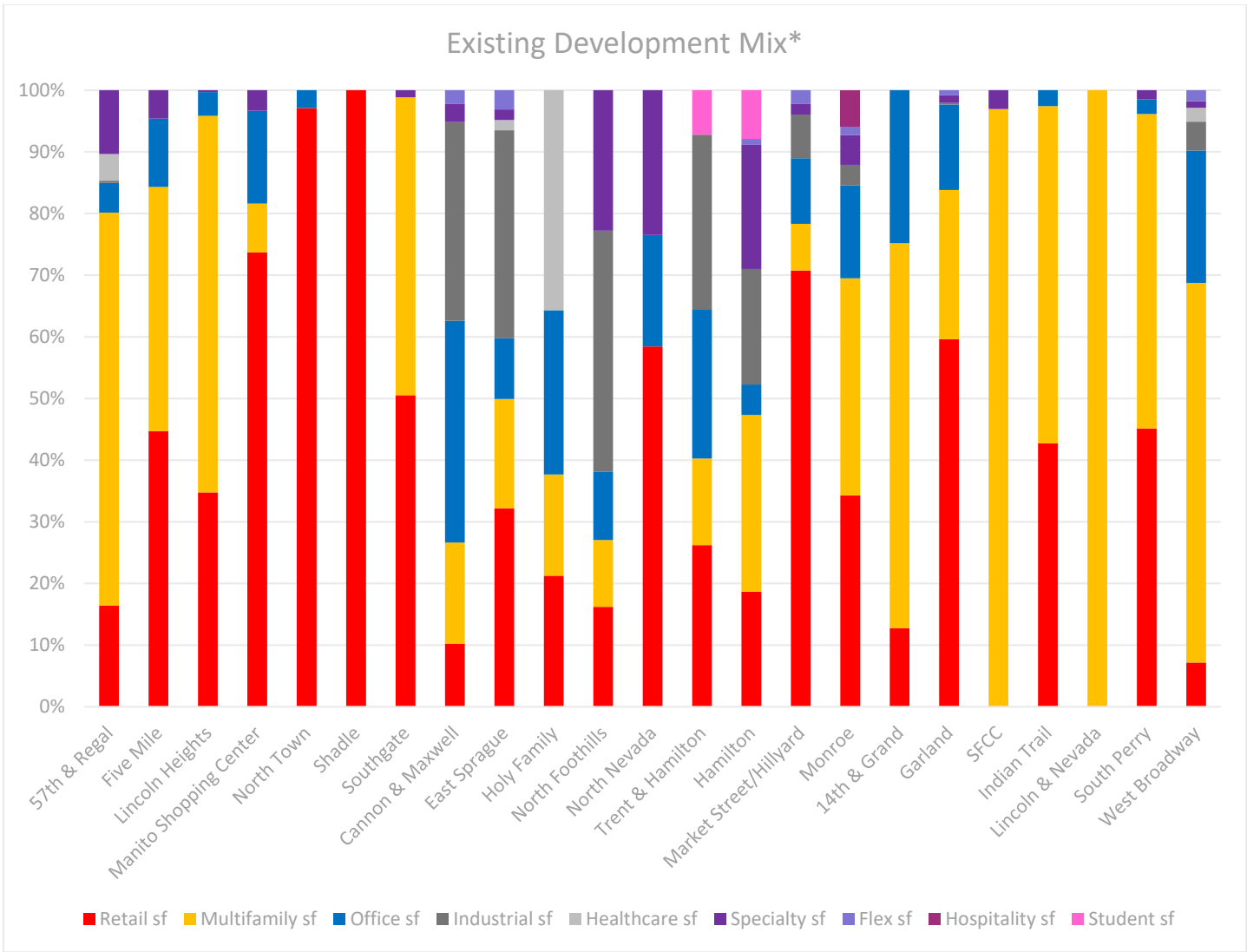
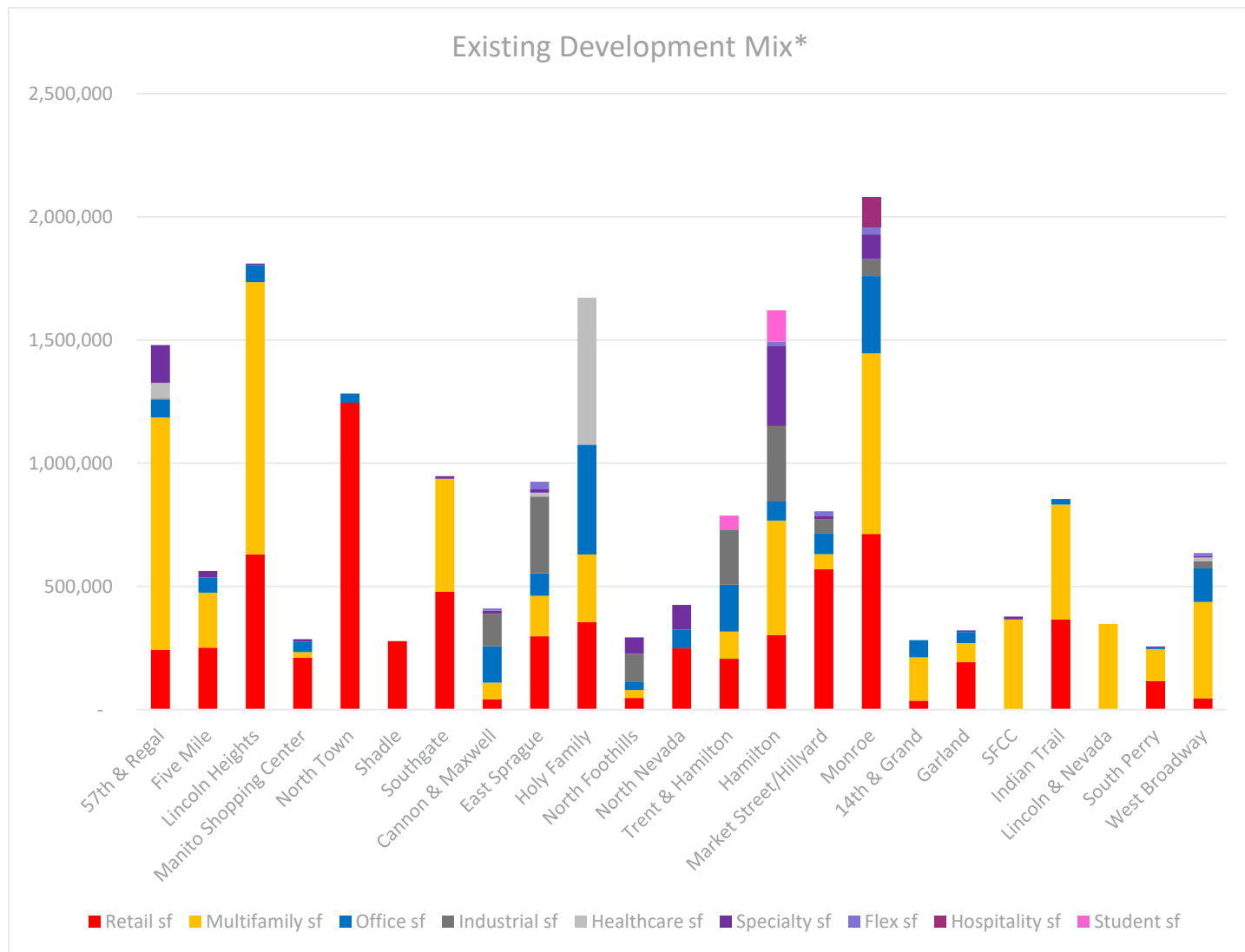
\*Does not include single-family residential development

<b>Average land value:</b>	\$5.75 per sf
<b>Recent development (since 2003):</b>	Multifamily: 252,480 sf

# Comparison Graphs







\*Does not include single-family residential development

# Centers and Corridors Update Study – Public Engagement Memorandum

Date: December 2023

Project: Centers and Corridors Update Study

Subject: Public Engagement Memorandum

Department: Planning Services



## Background

This memo summarizes the first phase of public engagement for the Centers and Corridors Update Study in the Fall of 2023. The Centers and Corridors Study was initiated by the City of Spokane Planning Services in the Summer of 2023. Consultants MAKERS Architecture and Urban Design, Leland Consulting Group, and SCJ Alliance are leading the effort to develop recommendations for evaluating and improving the Center and Corridor development regulations, comprehensive plan policies, and design standards. For more information on the project, please visit the project webpage <https://my.spokanecity.org/projects/centers-and-corridors-study/>.

Community perception of Centers and Corridors is an important component to developing recommendations that suit the needs of the city’s residents and visitors alike. To ensure people with various schedules and needs were accommodated in the engagement process various methods, as explained further in this memo, were used.

- Coffee Shop Drop-ins ..... 2
- Open Houses ..... 4
  - In-person Open House at the Central Library..... 4
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- Virtual Engagement ..... 9
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# Centers and Corridors Update Study – Public Engagement Memorandum

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## Coffee Shop Drop-ins

Coffee shop drop-ins were organized to reach an audience that does not typically attend community meetings. For four weeks October and November of 2023, planning staff set up engagement tables at different coffee shops on a Saturday morning each week from approximately 8 to 10 am. Locations for the coffee shop drop-ins spanned the city to include Northeast, Northwest, Downtown, and South Spokane. The drop-ins included a mapping exercise, feedback sticky notes, and a comment sheet. However, most people preferred to discuss the Center and Corridor concept and give their feedback through discussion with planning staff. Planning staff recorded notes during these discussions and included the highlights of those conversations in the appendix of this public engagement memo.

Some notable highlights of these conversations include:

- Several folks commented on the need for improved pedestrian and bicycle safety in Centers and Corridors. Comments ranged from better bicycle parking, improved lighting, better crosswalks, wider sidewalks, rear-loaded parking, etc.
- The favorability of participants toward each Center or Corridor depended largely on the quality of public investments in the streetscapes and right-of-way, as well as the availability and scale of local shops and destinations.
- People generally preferred Centers when the traffic was slower and more comfortable to walk from shop to shop.
- There is a general need for more neighborhood-oriented stores and services, such as grocery stores.
- Affordable and higher-density housing is lacking in a lot of the Centers and Corridors.
- Participants expressed support for further in-person engagement in formats such as the Coffee Shop Drop-ins, where residents can participate in their local neighborhoods during their normal routines.
- Participants indicated a desire to focus future development on street-fronting buildings and away from developments dominated by large parking lots.
- A portion of participants expressed support for further aesthetic enhancements through landscaping, street furniture and lighting.
- Those that indicated support for higher-intensity development tended to suggest strategies such as stepping back higher stories in taller buildings to avoid overshadowing adjacent developments and street space.

# Centers and Corridors Update Study – Public Engagement Memorandum



**Photo:** Public engagement booth at The Shop on South Perry Street on Saturday November 4, 2023



# Centers and Corridors Update Study – Public Engagement Memorandum

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## Open Houses

### *In-person Open House at the Central Library*

The in-person open house was held at the Spokane Central Library on October 26, 2023, from 3:00 pm until 7:00 pm. A total of 12 people participated in the meeting. 4 stations presented participants with opportunities to learn more about the project and to give feedback.

The welcome station informed participants about the project background and provided a summary of the survey responses that had been received to date. This station also directed participants to the survey and the project website for more information.

Three additional stations provided members of the public with opportunities to give feedback relating to their experiences with the current centers and corridors. The first station included a map of Spokane with marked locations of the centers and corridors. Participants were able to place stickers on the map that mark where they live and where they go to work, play, and use services.

# Centers and Corridors Update Study – Public Engagement Memorandum

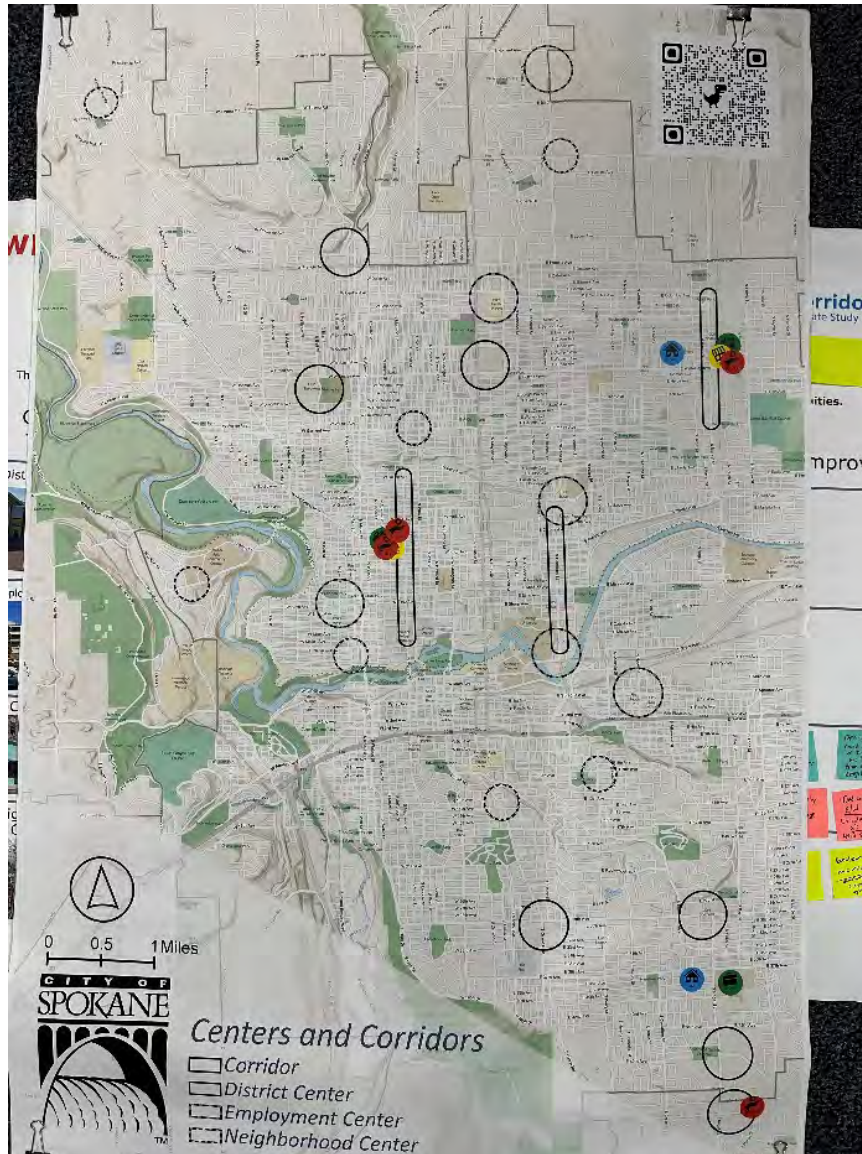


Figure 1: Centers and Corridors Map with location stickers

The next station provided participants with a summary of each type of center (neighborhood, employment, or district) and the corridors and the goals associated with each. Participants were then able to write down things they liked and to suggest areas of potential improvement.



# Centers and Corridors Update Study – Public Engagement Memorandum



## What have we heard so far?

What do you like about these places?  
What would make them even better?

The City of Spokane's Comprehensive Plan in 2001 adopted a strategy of focusing growth toward "Centers and Corridors". These locations can accommodate new housing within a short walking or rolling distance of shopping, services, public transit, and other amenities.

### District Centers

- Locations**
- 57th & Regal
  - Five Mile
  - Lincoln Heights
  - Manito Center
  - Northtown
  - Shadle
  - Southgate



**Pedestrian Friendly Environment**

- Variety of business catering the larger region
- Buildings oriented to the street
- Provides a central gathering space for social interaction

### What do you like?

- Schools, libraries, shopping centers.
- Functional in meeting the first criteria of providing a variety of businesses catering to the larger region.
- The transit infrastructure is there, they are on frequent transit routes.
- Shadle and Northtown have a lot of larger businesses.
- Lincoln Heights has all the amenities ... but needs more pedestrian-friendly walkways.

### Potential Improvements

- None of them have enough density. The only thing surrounding a CC zone should be Multi-Family. Centers and Corridors will fail (lose business) as long as there is not enough foot traffic.
- Planners need to continue this trend of "stepping back" by removing restrictive development requirements around centers & corridors.
- We need transformative change. We need Vancouverism applied to each and every center and corridor. Our housing shortage cannot be changed substantively and sustainably without it.
- Need to support our local small businesses more.
- I don't see a gathering space at Manito or Lincoln Heights, just lots of parking lots.
- Not nice places to walk due to large space between businesses, huge parking lots.
- Traffic deters pedestrians.

### Employment Centers

- Locations**
- Cannon/Maxwell
  - East Sprague
  - North Foothills
  - North Nevada
  - Trent/Hamilton
  - Holy Family



**Strong employment component of non service jobs.**

- Variety of businesses catering to a larger region
- Density much higher than typical neighborhood
- Taller buildings oriented to the street

- East Sprague is spread out long, but has a great variety and price range for goods and services.
- Holy Family seems to be operating as you would like.
- The intensity of use is there, but it's not mixed use and not multi-modal.
- North Foothills has a good mix of businesses and those I frequent the most, Yule's Grocery and Roast House Coffee, accommodate bicycles. It is served by STA Line 27.

- Density and diversity of employers is a challenge in many of these areas, especially Sprague.
- These employment centers could benefit from their own business improvement districts similar to the downtown BID.
- Setbacks are OK for industrial and rural land uses, but for residential and commercial uses they are not necessary and restrict development.
- Many of these are heavy commercial or industrial areas where buildings are not street-oriented and walking environments are not pedestrian friendly.
- Build up. These areas can house multiple 20+ story mixed-use buildings without dramatically altering the surrounding neighborhoods.
- I own commercial property on F. Sprague and would like to see more dense housing.

### Corridors

- Locations**
- Hamilton Street
  - Market Street
  - Monroe Street



**Supports frequent transit**

- Variety of business for surrounding neighborhood
- Density is higher than a typical neighborhood with various housing styles
- Streets have walking and bicycling facilities

- Neighbors know each other. Neighborhood pride.
- Investment is happening: Kehoe Building, bike shop, more and other businesses
- The parks here are great! Kehoe Park is well-maintained
- It's walkable and there is a local coffee shop
- There are destinations to walk to
- Monroe seems to be doing the best of these corridors, in large part due to the Monroe Street road diet. Traffic calming, walkability, local business investment and real estate development have all improved.

- Green bike lanes and more bike parking
- Make parking line-lined on Market Street. Need a central parking area, possibly on Green Street?
- Gateway signage over the street, like Chula Vista in San Diego
- With existing traffic with opening of NBC, shift Market Street from a corridor to a center?
- Market could use freshening up, like Monroe, with lighting
- Market Street needs better signage to/from Children of the Sun Trail
- Road safety near Walleiday Ave
- Create a dedicated east-west bike lane in Hillyard
- Need help with maintaining parking stops near Market Street; would rather have curb extensions
- Need more traffic control/calming in neighborhood streets
- Need more small-unit housing
- Need a Market Street Farmers Market and stuff to draw families

### Neighborhood Centers

- Locations**
- 14th & Grand
  - Garland Ave
  - Whistlers Way
  - Indian Trail
  - Lincoln & Nevada
  - South Perry
  - West Broadway



**Transit Supportive density**

- Variety of business catering to neighborhood residents
- Buildings oriented to the street
- Pedestrian Friendly Environment
- Promotes social interaction and central gathering spaces

- Proximity from home to business/employment.
- Small businesses and good sidewalks.
- Garland and S. Perry are the best examples of this design.
- Perry is a perfect neighborhood center.
- Garland has a good mix of shops, services, businesses, and reasonably-priced eateries. It has a post office and a movie theater.
- I think everyone is doing their best for the most part.
- Traffic calming, trees, density of destinations

- The Garland Area could use a central gathering place.
- Garland and Perry are good places to be but I don't believe there is enough density to support transit/businesses.
- 14th & Grand is not pedestrian-friendly
- Grand and 14th lacks sufficient services and gathering space.
- I am surprised to learn that 14th and Grand is a center. It doesn't meet most of the criteria listed above.
- Perry needs even more businesses.
- An increase in business around some of the neighborhood centers such as SFCC would be a good thing.
- West Broadway is not dense.

Figure 2: Likes and Improvements Poster



# Centers and Corridors Update Study – Public Engagement Memorandum

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The last station provided participants the opportunity to show, rather than tell, their vision for the future. Using Bing Image Creator, a free online program, City staff helped attendees type in a prompt describing their ideas. Then, the Artificial Intelligence (AI) technology running Bing Image Creator used the prompt to generate unique, customized images. The goal of the exercise was to help everyone start thinking in new ways about where we want to go as a community in our Centers and Corridors.



Figure 3: AI generated Centers and Corridors images.

## Centers and Corridors Update Study – Public Engagement Memorandum

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### *Virtual Open House*

Planning Services hosted a virtual open house to present draft findings from the consultant team and to create a space for folks who either couldn't attend in-person engagement opportunities or prefer virtual meetings, providing this segment of the population a chance to ask questions and learn about the project. The meeting was hosted via Microsoft Teams on Tuesday, November 7, 2023, from 6 to 7 pm.

Though the meeting was advertised on the City's webpage, through social media and the community update, and at the other engagement events, only three participants attended. Based on the participation rate, virtual engagement seems to be most effective when asynchronous formats in which participants can comment according to their schedule and availability. Hosting online surveys, providing informational videos, hosting moderated comment forums, and making clear that people can email the project team to ask questions provides the community with the ability to engage at will.



# Centers and Corridors Update Study – Public Engagement Memorandum

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## Virtual Engagement

### *Community Survey*

A community survey helped gauge the community’s opinion on Centers and Corridors and assess which Centers or Corridors the community deems successful in achieving the Comprehensive Plan goals. The survey opened on October 12, 2023, and closed on November 12, 2023, a total of 212 responses were received. The City advertised the survey at public engagement events including coffee shop drop-ins, open houses, email lists, the City of Spokane Community Update, in social media posts, and during presentations to the Plan Commission and other committees. The appendix of this Public Engagement Memo includes a list of the questions as well as long-form responses.

The following figures (4 & 5) show an example of the questions asked in the survey. Generally, respondents noted that few Centers and/or Corridors meet all the goals of the Comprehensive Plan. A few notable themes consistently reiterated throughout the responses include:

- There is a notable lack of pedestrian and bicycle infrastructure in most Centers and Corridors.
- Centers and Corridors are not as dense as prescribed by the Comprehensive Plan and the use mix is lacking.
- Safety is generally a significant issue for visiting any Center or Corridor. Safety issues include:
  - Street crossing
  - Lighting
  - Weather-related maintenance
  - Sidewalk maintenance and design
- Generally, more community-oriented gathering spaces are needed (plazas, open space, parks, etc.)

# Centers and Corridors Update Study – Public Engagement Memorandum

Figure 4 What Neighborhood Center do you visit most often?

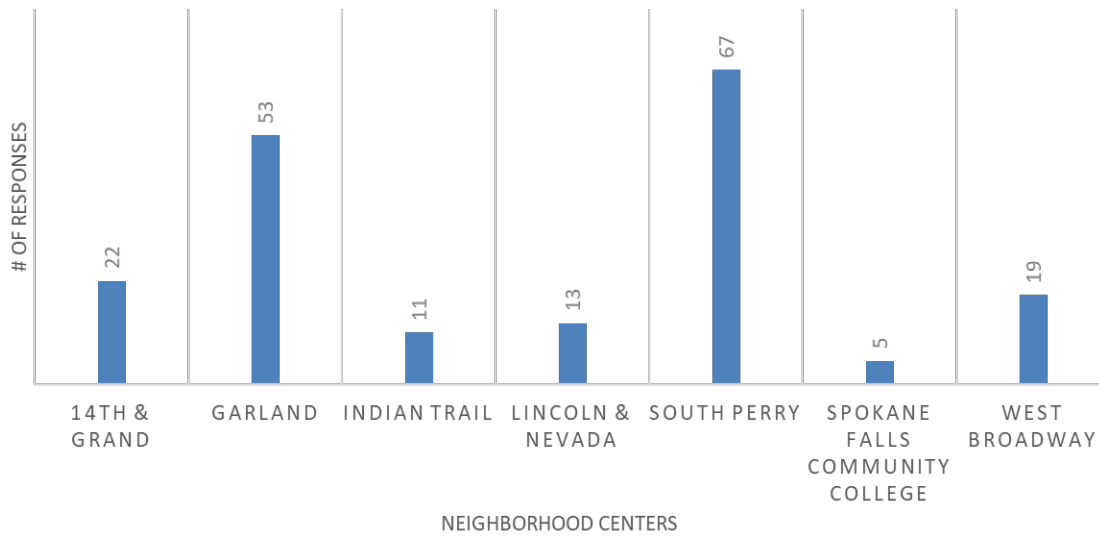
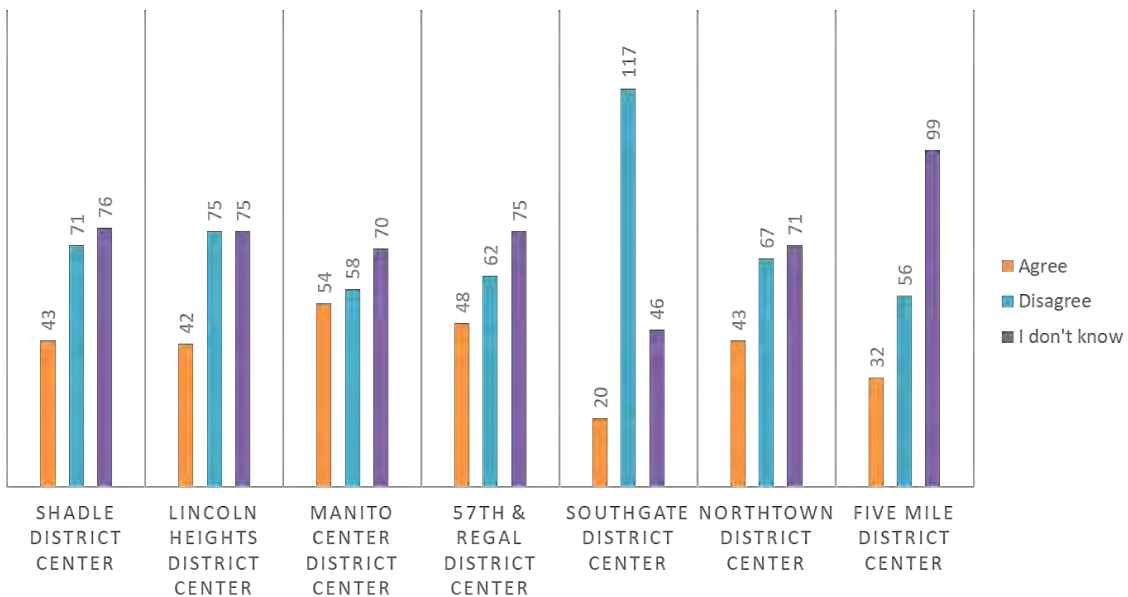


Figure 5 Do the following District Centers meet the goals of the Comprehensive Plan?



# Centers and Corridors Update Study – Public Engagement Memorandum

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## *Webpage & Video*

The [Center and Corridor webpage](#)<sup>1</sup> went live in July 2023 and provides:

- Access to project documents,
- A sign-up form for the project email list,
- Links to surveys and comment forms,
- Project updates, and
- Notices when items related to the Centers and Corridors Study are going to be presented at Plan Commission or City Council.

In partnership with CityCable5, the Planning Department developed a video showcasing the various Neighborhood Centers in Spokane with a call to action to get involved with the planning process. To date (December 4, 2023) the video received 246 views. Channel 5 is a function of the City of Spokane Communications Department designed to produce programming for the City's government access channel. This channel is reserved under the City of Spokane's cable communication franchise and pursuant to the City's Cable regulatory ordinance, SMC Chapter 10.27. The facilities of Channel 5 are owned, operated, and staffed by the City of Spokane. A Vimeo channel hosts all videos produced by Channel 5 for the City of Spokane and the Spokane's City Council.

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<sup>1</sup> <https://my.spokanecity.org/projects/centers-and-corridors-study/>

# Centers and Corridors Update Study – Public Engagement Memorandum

## Summary

This initial public engagement phase in the fall of 2023 gave the project team with solid feedback to take back to the consultants regarding community perceptions of Centers and Corridors. Feedback from the community is immensely important for informing subsequent planning documents in the coming months. This engagement helps ensure that final project deliverables reflect the values identified in the Comprehensive Plan and confirmed in this outreach phase, including themes such as:

- Pedestrian and bicycle friendliness:** Community feedback highlighted the need for improvements to sidewalk and street elements related to pedestrian and bicycle facilities. These elements include wider sidewalks, enhanced crosswalks, more and high-quality bike lanes, better bike parking, improved landscaping, and general improvements to the pedestrian realm.
- Affordable housing and diverse use of land:** Many community members noted the lack of a diverse utilization of land. Participants consistently noted the downsides of Centers or Corridors dominated by single land uses, whether big-box retail stores, antique stores, restaurants, or other single development types. While some of these land uses such as restaurants and antique stores add character that defines the Center or Corridor, many participants felt that Centers would benefit from increasing the diversity of uses to include moderate to high-density residential, small(er) grocery stores, and/or community-oriented gathering spaces such as small-scale plazas or parks.
- Community space:** Of note, there is a general lack of community-oriented gathering spaces in Centers and Corridors. Some Centers and Corridors include parks, libraries, or community centers but many do not. As some community members suggested, these community spaces play an important role in promoting a sense of place and belonging.

The appendix of this public engagement memo documents all feedback for future reference. Between the various engagement methods mentioned throughout this memo, City of Spokane Planning Services were able to connect with hundreds of residents in the Spokane community.

Method of Engagement	Number of Responses/ Interactions
Community Survey	212
Webpage & Video	246+
Coffee shop drop-ins	~25
Open Houses (virtual & in-person)	~15
<b>Total</b>	<b>498+</b>



# Centers and Corridors Update Study – Public Engagement Memorandum

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## Appendix

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# Centers and Corridors Update Study – Public Engagement Memorandum

## Coffee Shop Drop-in Feedback

<b>Employment Centers</b>	
<b>What do you like?</b>	<b>Potential improvements</b>
	Set aside housing units for affordable housing in centers or other places
<b>Neighborhood Centers</b>	
<b>What do you like?</b>	<b>Potential improvements</b>
	14th & Grand needs pedestrian improvements- currently unsafe to be a pedestrian
	Centers and Corridors was never fully implemented
	More pedestrian oriented development/ street design
	Bikes should get an advanced green or go-ahead similar to advanced pedestrian phase
	Need xeriscaping and better landscaping in parking strips along commercial streets in Centers; City projects should be examples of the highest quality of the principles espoused by the City's SpokaneScape program. City projects should be an inspiration
	Look at Art Alleys for places like Garland and Perry to decrease temptation of graffiti
	Stop signs in commercial areas should be placed where you have sight lines around buildings that are built up to the sidewalk and street corner
<b>Corridors</b>	
<b>What do you like?</b>	<b>Potential improvements</b>
The parks here are great! Kehoe Park is well-maintained	Better signage to the Children of the Sun Trail from Market Street Corridor in Hillyard
Neighbors that know each other and neighborhood pride.	Freshen up the character of Corridors with lighting and stamped concrete
There is investment happening, in the Kehoe building, bike shop, and more	Maintenance of parking strips is an issue; would rather have curb extensions
The schools	Need features to draw in families, like farmers markets
There are destinations to walk to	Need a better farmers market in Hillyard
The neighborhood is walkable and there is a local coffee shop (Market Street)	Need low-rise housing with small units

# Centers and Corridors Update Study – Public Engagement Memorandum

	Road safety near Wellesley Ave in Hillyard needs to be improved
	Create gateway signage over Corridors, similar to Chula Vista gateway sign in San Diego
	It would be useful to have time-limited parking on Corridors to encourage turnover to accommodate customers at local businesses
	Re-use Green Street between Broad and Queen --- buildings or parking
	Clear the path for getting feedback at the City for ideas on possibilities for mixed-use apartment buildings and storefronts on Corridors
	More custom bike racks on the main streets
	Try temporary traffic calming installations
	Increase the number of safe/pedestrian-activated crossings along Corridors for access from residential areas to storefronts
	Improve relationships between inspectors and property owners; trust is an issue --- first inspector on a fence installation was inconsistent, the second inspector was great and super helpful
	Reduce landscaping on parking strips and focus on curb extensions and bulbouts, this would create less potential for poor maintenance
	Would support an exemption for grocery stores in Centers and Corridors and any options to support small local grocers like Jack, the owner of Green's Grocery on Market Street
	The corner of Regal & Francis is a major safety issue --- there have been more than 14 crashes in the last two years
	All alleys along Corridors should have artistic improvements to encourage multiple uses and reduce graffiti and property damage
	Design Corridors for 20 mph and post them with this speed limit. Monroe in particular.
Monroe Corridor improvements --- slowing traffic down, adding streetscape amenities, and landscaping	City needs to prioritize maintenance of landscaping; private owners are either spending large amounts each year on maintenance or not maintaining the landscaping at all

# Centers and Corridors Update Study – Public Engagement Memorandum

	Increase tax incentives, or offer tax abatement, to make development pencil on Corridors such as North Monroe. Right now, the property taxes are a major part of the equation. What would it take to make a building like the Sprague Union Terrace pencil out on the North Monroe Corridor? Currently that is not possible due to property taxes and parcel sizes.
	Use vacant lots or rights-of-way to create off-street parking behind the street-fronting businesses
Likes the monroe street improvements	Less antique shops/ more diversity of retail
Likes the Millenium Project on Monroe but if more development occurs at that density, it should be located on corner lots	More affordable apartments
Likes the street redesign Monroe's improved street design incentivizes more walking and shopping	Fewer street facing parking lots more pedestrian permeability
	more rear loaded parking
	improved pedestrian/ bicycle infrastructure
	more/ better sidewalks

# Centers and Corridors Update Study – Public Engagement Memorandum

## Open House Feedback

Location and Date: Central Library Open House, October 26, 2023

Poster Activity 1 - Where do you live, work and play? What do you like about these places? What would make them even better?

### District Centers

What do you like?	Potential Improvements
Keep Pedestrian Streets	No Drive-Thrus
Walkability and Pedestrian-Friendliness	Some centers, like Shadle, don't have sidewalks
	Need a speed camera at Buckeye & Division
	Deal with increasing crime on Division
	No more box stores in Southgate. Need smaller scale, more walkability like Kendall Yards.
	44th & Regal crosswalk is too short, need a longer crossing time
	The larger retailers moving of NorthTown is a concern. Will it become a ghost town?
	Covert NorthTown empty stores to housing. Make this a mixed-use area.
	After 7pm, change signal timing on Division to slow it down and reduce noise pollution
	Division should be considered for housing

### Employment Centers

What do you like?	Potential Improvements
Retain employment and small-scale business	Too much focus on downtown investment; investment in neighborhoods is important
The water park at AM Cannon Park in the Maxwell/Cannon Center is great	Need more apartments and taller building along Maxwell near Cannon

### Neighborhood Centers



# Centers and Corridors Update Study – Public Engagement Memorandum

## What do you like?

## Potential Improvements

Businesses close together. Park once and walk.

More HAWK signals on western end of Garland.

The uniqueness of the Garland Business District; notable vintage feel

Need to keep bikes and scooters off sidewalks, especially in Garland

The existing sidewalk bumpouts and crosswalks are helpful

It would be helpful to have mid-block bumpouts and crosswalks to provide better access back and forth between businesses on both sides of the street

Garland needs assistance fixing sidewalk bricks and replacing trees and help adding benches, flowers, chairs, and other street furniture and amenities

Provide assistance fixing up storefronts in Garland; look at Poulsbo for examples of storefront designs and consistent unique colors based on original colors from the 30s and 40s; help Garland in efforts to become known as an Arts District

Make Centers and Corridors more compact and look at scale and scope of location

Less stairs. Lack of senior housing, in Centers and Corridors but also in Spokane generally.

Uncontrolled intersections in the residential areas near the Neighborhood Centers are a problem

More gateway signage in places like Garland would help with placemaking and creating landmarks

## Corridors

### What do you like?

### Potential Improvements

I like the improvements on Monroe Street

Monroe corridor has been negatively affected by the road diet, merging is a nightmare and there is no room for buses or garbage pick-up. There is no alley for garbage pickup. (from bus rider and car driver)



## Centers and Corridors Update Study – Public Engagement Memorandum

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On the lower part of Monroe, take out on-street parking to improve the streetscape

Stop signs at Stone & Diamond intersection in Hillyard

# Centers and Corridors Update Study – Public Engagement Memorandum

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## Community Survey Feedback

### Survey Questions

1. What neighborhood do you live in?
2. Which decade were you born?
3. What Neighborhood Center do you visit most often?
4. Indian Trail Neighborhood Center meets the above goals
5. Spokane Falls Community College Neighborhood Center meets the above goals
6. Garland Neighborhood Center meets the above goals
7. 14th & Grand Neighborhood Center meets the above goals
8. West Broadway Neighborhood Center meets the above goals
9. South Perry Neighborhood Center meets the above goals
10. Lincoln & Nevada Neighborhood Center meets the above goals
11. What District Center do you visit most often?
12. Shadle District Center meets the above goals
13. Lincoln Heights District Center meets the above goals
14. Manito Center District Center meets the above goals
15. 57th & Regal District Center meets the above goals
16. Southgate District Center meets the above goals
17. NorthTown District Center meets the above goals
18. Five Mile District Center meets the above goals
19. What Employment Center do you visit most often?
20. East Sprague Employment Center meets the above goals
21. North Foothills Employment Center meets the above goals
22. Cannon & Maxwell Employment Center meets the above goals
23. Holy Family Employment Center meets the above goals
24. North Nevada Employment Center meets the above goals
25. Trent & Hamilton Employment Center meets the above goals
26. What Corridor do you visit most often?
27. The Monroe Corridor meets the above goals
28. The Hamilton Corridor meets the above goals
29. The Market St Corridor meets the above goals

### Neighborhood Centers Comments

Employ a small/narrow street-grid pattern to the strip mall/retail-pad approach to make it more pedestrian and human in scale. These small blocks could minimize parking or place it in garages, and have apts., condos, senior living, grocery, pharmacy, banking, coffee, retail, etc. all in the same walkable spot, oriented toward street and neighborhood, instead of big-box surrounded by parking.

## Centers and Corridors Update Study – Public Engagement Memorandum

Helping: traffic calming (intersections well- controlled, trees, density of destinations

Challenges: strung out, as on Nevada or Indian Trail. Traffic deters peds

No second story BUT neither on S. Perry or Garland are there 2nd stories

Many of the neighborhood centers listed above have businesses that are set further back from the street, with larger parking lots in front, and are alongside busy, fast-moving roads. This makes it less walkable. Housing density could be increased in many to increase walkability!

SFCC has housing and transit and sidewalks, but no businesses. Would help it be more of a gathering place with restaurants and shops! 14th and Grand continues to have some puzzling retail/restaurant vacancies — people primarily drive thru and the businesses are not set up to be walker-friendly (although it's certainly easy to walk there from the neighborhood).

The ones I've been to and know about - most of them have very little to any housing above the retail spaces. In some areas it could be hard to do considering the buildings are already in place

None of the really have great central gathering space. Garland and South Perry, which feel the most successful both on walkable streets (wider sidewalks and more businesses to browse).

Need to support our local small businesses more. We all know that big developers/owners have land grabbed all over Spokane and making it fiscally unattainable to lease or own property. How is what they are not doing a monopoly? City should come down harder on these mega land owners so small businesses have a chance. When creating neighborhood centers and community, it is not all about top \$\$.

I think everyone is doing their best for the most part. One challenge that I see in the winter is that a lot of businesses dont shovel the snow off of the sidewalks in front of their buildings, clear the storm drains near them, or make sure that any bus stops near by are cleared enough for pedestrians to get on and off easily.

Other than Garland and South Perry, the other neighborhood centers are highly car-oriented, lack a good public gathering place, and would greatly benefit from a great mix of uses/higher density residential mixed in with retail. West Broadway has great potential to become another Garland/Perry/North Monroe/East Sprague.

West Broadway not dense enough yet.

The Garland area could use a central gathering place

# Centers and Corridors Update Study – Public Engagement Memorandum

Elements that help achieve:

- Proximity from home to businesses/employment
- Infrastructure that makes alternative transportation (bus, bike, walk) safe, reliable, and feasible
- Low-traffic streets
- Businesses provide necessary goods and services to their neighbors

Elements that pose challenges:

- Wide, high-traffic streets where walking and biking is unsafe
- Lack of bike lanes and green space

The planners need to continue this trend of "stepping back" by removing restrictive development requirements around centers & corridors (and the entire city) if they're serious about adding high density, walkable/transit orientate, mixed use development. There are too many CC zones (should just be one) and there should be no building setback/FAR/height limits. Planners tend to micromanage.

Garland and West Broadway are well established urban neighborhoods and both have seen an increase in housing density and business growth in recent years. Other areas are more suburban and car oriented in nature, without mixed use buildings. 14th and Grand and South Perry lack in one or more of the elements above but could meet these goals if the right conditions or incentives are in place.

There are often too few stops, or slows to traffic flow and nowhere near enough cross walks in Lincoln Nevada area. This is dangerous for pedestrian traffic and bike traffic.

We need transformative change. We need Vancouverism applied to each and every center and corridor. Our housing shortage can not be changed substantively and sustainably without it. A 7-11 and a Thai restaurant surrounded by single family zoning (14th and Grand) is not a center. We need 20 stories of residential above a couple stories of street-facing commercial. We need it yesterday.

Perry needs even more businesses

None of them have enough density. The only thing surrounding and CC zone should be MF. Centers and Corridors will continue to fail (lose businesses) as long as there is not enough foot traffic to support it. All areas within a 1/4 mile should have dense housing. Small centers cannot survive long term with cars to get people there.

## Centers and Corridors Update Study – Public Engagement Memorandum

An increase in business around some of the neighborhood center such as SFCC would be a good thing, but only if sprawl is kept at a minimum and development close to the river avoided. The natural areas make Spokane the great city that it is and should be preserved at all costs. Walkability and bike safety need work in nearly every neighborhood. Smaller roads, safe bike lanes, and bigger sidewalks.

I most frequently visit 14th & Grand and also South Perry. They are mostly walkable, and driving is a little bit awkward. On 14th & Grand it would be helpful to have another safe street crosswalk with a signal (maybe by the church) because it's hard to cross. There aren't housing options above retail, and that could be improved. There's good retail variety - I go here for food & other things.

Garland and Perry are good places to be but I don't believe there is enough density to support transit/businesses

14th and Grand is not pedestrian-friendly. Sidewalks on Grand are immediately adjacent to street traffic with no buffer. Crossing Grand between 14th and 8th Ave is dangerous, with minimal pedestrian protection to cross 4 lanes, The hill creates 2 problems: Visibility of pedestrians is poor for drivers ascending the hill and descending drivers go too fast. No housing over ground-floor retail.

Small businesses and good sidewalks.

Two areas where the existing plan fails to improve the Garland District:

1. Pedestrian connectivity from adjacent RSF zones to the commercial core is abysmal. Many north south sidewalks are missing. People have to walk in the street to get from their homes to the commercial business.
2. Expanding MF high density zoning 1-2 blocks to either side of the corridor to encourage more growth.

Need more apartments and density in all of these centers and traffic calming for the busy streets that run through them.

There is still too much auto-orientation and lack of mixed-use development in these areas to meet the vision of Centers and Corridors. Many of these places also lack the “central gathering space” recommended by the policies.

Garland and S. Perry are the best examples of this design. Grand and 14th lacks sufficient services and gathering space. Plus the volume of traffic on Grand is not conducive to lingering (outside seating) and makes crossing difficult.

## Centers and Corridors Update Study – Public Engagement Memorandum

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I am surprised to learn that 14th and Grand is a center - It doesn't meet most of the criteria listed above. In fact, walking in this area can be dangerous and cycling impossible. Spokane has a lot of work to do in order to be bicycle and pedestrian friendly. Even in Garland and Perry, walking feels mostly safe (lost of controlled crosswalks) but biking not so much.

The majority of these centers are lacking at least one of the goals listed above. For example, West Garland could use a central gathering space, Indian Trail lacks pedestrian connections and a walkable environment, Spokane Falls could use more variety of business in the area

Garland has a good mix of shops, services, businesses, and reasonably-priced eateries. It has a post office and a movie theater. STA lines 4 and 33 serve it. I wish there were more bike racks than just at the Garland Theater. I usually have to lock my bike to a street sign.

The variety of stores in the Garland area and close bus and walkable services just on the cusp of the area help maintain vitality. Challenges include vehicles that speed through the area and have excessive noise at all hours, as well as no central gathering area with inside possibilities. The new four story apartment coming to Wall Street doesn't seem to fit with the character of Garland at all.



## Centers and Corridors Update Study – Public Engagement Memorandum

There is still few developments and functioning structures that support higher density in these areas. Many of these centers have restrictive roadways which make them less accessible and undesirable to live in if you work anywhere besides in the immediate area.

I don't think a single Neighborhood Center meets the criteria of "...friendly to walk through." A busy arterial road runs through each of these centers where drivers speed through with impunity. There is no speed enforcement and it doesn't feel safe to be anything but a car. Cars are the prioritized transport mode but they create an unsafe space for everyone else.

I don't know anything about the neighborhood centers.

The Garland District could use some outdoor gathering areas. Garland is still very much used as a commuter street which reduces the appeal of walking around.

South pretty does not have much density.

Safety and beautification considerations at all locations. What is being done to alleviate already congested areas in Hamilton Street? Why is there no lighted crosswalk across Hamilton to Logan elementary? The density is there, shopping, artery etc

Lack of public gathering spaces.

Perry is a perfect neighborhood center. Appealing businesses, high quality restaurants. Easy to park, walkable, small. 14th and Grand has frequent business turnover. Access is hard due to speed of cars, location at the top of the hill, no way to easily turn around or access a business on the opposite side of the street. Poor parking likely contributes to the turnover. Not "neighborhood" focused.

More online information. More info in general as I was not aware

Sundance Plaza has an okay selection of restaurants (not great) but there are not any retail stores other than a supermarket, drug store and hardware store. There isn't really a central gathering space to encourage social interaction.

They have business that are unique and that I would travel a distance to visit.

14th & Grand is dangerously unwalkable (mainly due to the crosswalk at 13th with high-speed traffic coming up grand and unwillingness to stop for pedestrians there). Could use a crossing light or better median or something.

## Centers and Corridors Update Study – Public Engagement Memorandum

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The ones that I feel meet these goals are they are walkable. There are good local restaurants, business and buildings that don't have a sea of parking in front of them. They have trees separating the walkers from the cars (although if spaced would have allowed the sidewalks could be bigger).

S Perry Neighborhood challenge is traffic. It is such a heavy corridor and folks do not slow down to the 20 MPH. It makes me a bit nervous on Perry St both walking and in my car. Lots of success with variety of bus. and events.  
14th & Grand needs a bit more businesses to support the neighborhood, traffic is also an issue with Grand.

I became aware of centers and corridors when my neighbors and I led the city to keep the Shadle Pk Pool, stay at the HS property. Steve Corker led a group to place it in Loma Visa Park a 5 acre neighborhood park. This policy convinced to park department members to come and look at LV when we organized to present our objections to the board. This policy was sited and it was logical to follow it.

South Perry is oriented around an arterial that is not so busy it creates harm to its community. The other neighborhoods have arterials that are too busy to protect the neighborhood

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

South Perry is walkable and pedestrian oriented. 14th and Grand is not pedestrian oriented and has too much vehicle traffic to meet these goals.

these cater more to those living out of neighborhood these places have major parking issues Garland is horrible as it now is down to two lanes on Monroe and hardly room to get out of your car, terrible for folks trying to cross the street or even pull out of the neighborhood to get onto Monroe. Perry the same. West Broadway is only catering to its newest richer inhabitants.

Like most neighborhoods, access and a central gathering location are missing from the North Hill Neighborhood.

## Centers and Corridors Update Study – Public Engagement Memorandum

Frankly, I don't think any of the centers meet the goals, but some are closer than others, as I've marked. None really have housing above retail or a plaza. And like much of Spokane, they are not pleasant to walk in due to the high speeds the city allows drivers to go on every street. Please help the city by making centers places of refuge.

14th and Grand is challenged with pedestrian access across Grand

I think it is most important to provide safe crossings for pedestrians. I'm not sure that pedestrians actually feel safe in these various centers.

Not enough parking; overly congested during Farmer's Market

I am closest to Nevada and Lincoln and Garland - both are good for these goals

Garland is fun but they have to shut down the street for community events. There is no park, plaza or central meeting place. I once heard a proposal to turn the wall of the old dry-cleaning building into an outdoor movie spot and convert the empty parking lot to an event space. I think that lot could be landscaped and still keep the coffee stand.

Helping: mix of single and multi-family housing, walkable main street, variety of businesses and neighborhood events.

Challenges: need more bike lanes and secure bike parking, city-provided services (trash collection)

Businesses do not cater to residents.

Garland is my local area. There's no central gathering place and I worry that there's not enough density to support the business.

A LIGHTED and SIGNALLED CROSSWALK is NEEDED at Randolph RD and Whistalks Way so residents and college students can safely cross Whistalks Way to get to the STA Bus Stops. Currently, there is NO SAFE access to the bus stop WITHOUT CROSSING WHISTALKS WAY!!! SEVEVERAL people have been hit CROSSING THE STREET! At least ONE HAS DIED and there have been SEVERAL vehicle collisions at that intersection!!!

Not all are walkable and friendly to pedestrians. Garland/Perry have slower speed limits. Many areas need more trees to keep shady and pleasant in summer.

## Centers and Corridors Update Study – Public Engagement Memorandum

14th and Grand doesn't feel cohesive enough to be Neighborhood Center. It offers a variety of services, but the walkability isn't great. It doesn't feel inviting and traffic is going pretty fast.

Public events are great for the whole neighborhood. Lots of focus on meeting needs of community. Nice option for meetings related to community.

Would like to see more after school/evening/weekend events for teens. Maybe more collaboration with Spark Central.

In most cases, these neighborhood centers lack a central gathering space. As I think about gathering places in Spokane, at this time, I feel physically unsafe in most gathering spaces because of individuals with mental illness, people who are high on drugs, or others whose seem dangerous.

More pedestrian friendly

The garland is one I go to. Residential is there, walkable, low speed limit, light and crosswalks, a variety of businesses  
Easy parking, community events. Even though Monroe is not on here it has been vastly improved by narrowing the street to slow traffic. I avoided it for 20 years after I was almost hit twice in a row. I am a very cautious pedestrian.

I want to see bike trails cleared of debris year round!

Garland does not have a park in close proximity to the street commerce but has coffee shops and restaurants as gathering places.

I disagreed because the areas listed are most characterized by giant parking lots. No central gathering spot, no comfortable, safe place to gather. Some businesses face the street, most are accessed through the parking lot.

The housing development near Lincoln & Nevada is improving the balance of business and housing.

Garland meets a lot of the goals. Could use a center, a plaza/commons but not sure where there is space. Walk through is moderately ok, could use improvement.

## Centers and Corridors Update Study – Public Engagement Memorandum

I don't think that any of the centers meet everyone of the goals listed; however the ones I stated agree have the majority covered. Some are more congested than others such as Garland which does not have a grocery store or access east to west for the buses to go through but does have a supported merchant area, food, neighborhood gathering places and where apartments are above the stores.

Lots of open drug use, vandalism, burglary, abandoned vehicles, theft, etc.

Perry district is great, but severely lacks parking.

Close proximity of the Garland and Lincoln Nevada projects to the decaying commercial strip of N. of Empire & Division- makes for sketchy shopping and housing opportunities. Expand the scope , re-develop North Town mall area to apartments and senior living with some retail or services but not conflict with other projects. That will cut down on the shopping conflicts, street racing, drugs and crime

I believe that we need to build more densely around these areas and employ better traffic calming, right now cars feel they have the right to go whatever speed they want. Especially Garland if you try and walk north or south at all its terrifying with how fast people drive through there.

There needs to be City funding to help small businesses, business district associations and neighborhood councils meet these goals. Currently, there is no funding specifically designated to meet these goals.

never been to one

I really do not want more density in our area. It is one way in and out and is not set up for traffic out of the area.

Garland - easy to get around once you're there, visually distinctive, clear signage and frequent safe feeling street crossings.

West Broadway - this is Kendall Yards, more or less. Dense, lots of different businesses on each block, easy to access whether I'm taking a day to play tourist around town or doing everyday tasks. Appealing destinations. Traffic is slow enough that it feels safe to walk.

Indian trail does not have the infrastructure to develop the density more for the neighborhood or neighborhood center. There needs to be more coordination with Spokane County on the development of this area ie roads, water, sewer, schools etc. There is only one bus route that services the area.

## Centers and Corridors Update Study – Public Engagement Memorandum

Actually most people who live on five mile visit the businesses along Francis and Division.

Some centers are not developed and are no pedestrian connections and the environment is not friendly for walking (just empty fields). Also no 'public' gathering place aside from a school, and churches.

The area (South Perry) is vehicle traffic heavy, especially during peak hours which does not mix well with pedestrian traffic.

Shops and restaurants that provide various services seem to draw people into those neighborhoods to live and recreate. South Perry doesn't seem to have much of the housing discussed above but they have shops with lots of outreach events and Perry Street Fair and farmer's markets that drive more traffic.

14th and has more housing but fewer community events and Garland has more traffic and venues

Pedestrian access is improving but still needs help in some areas. There is more of a need for a central place to gather and socialize in most places--that doesn't cost money.

Garland, south Perry, 14th and grand, west Broadway are walkable and seem like natural neighborhood centers. Indian trail is walkable inside the center itself but uncomfortable to walk to from the neighborhoods. Sfcc neighborhood does not have density or variety of businesses.

better centers for Lincoln Hts. Residents: Grand & 29th Ave or Regal and 29th Ave. These intersections have more amenities than 14th & Grand. It's a mystery as to how 14th & Grand was designated

Regulated speed limits, monitored by cameras for doing so. More narrow streets to slow traffic, benches and pedestrian friendly corners. Speed bumps? Cross walks also needed! Any improvements will go to waste if speeding cars that use these neighborhood centers as thoroughfares, aren't addressed first!

Seniors need a way to cross Division on foot. Vintage at Spokane houses hundreds of folks who would likely use a footbridge to get to Golden Corral.

For West Central: limited variety of businesses; not particularly pedestrian friendly; no central gathering place

Business diversity would be great! Would love a sit down breakfast place. Also more shops for gift buying or clothing



## Centers and Corridors Update Study – Public Engagement Memorandum

I have only been to each of these once or twice in my 3 years in this area.

I frequently take out of town visitors to the South Perry District which is walking distance from my house

Disagree with South Perry meeting this goal: "There are a variety of business primarily catering to neighborhood residents." Most people I know who go to the restaurants in South Perry are not residents of the neighborhood.

SFCC does not have a variety of businesses.  
Garland District doesn't have a plaza that I'm aware of  
14th & Grand has way too much traffic for pedestrians  
West Broadway best meets the goals of a Neighborhood Center, since it was planned that way.  
South Perry is helped by the 20mph speed limit.

why the heck is City setting a Comprehensive Plan to set this bullet-list of goals for a "Center". Just maintain law-and-order, equality under the law, and do what you can to remove government interference that the local citizenry doesn't ask for

We need more safe and direct bike routes. And protected bike lanes. Distracted driving is a death sentence for bike riders in this city.

None of these have enough retail OR residential density. West Broadway in particular has some prominent vacant lots and vacant buildings in between spaces and this makes it less attractive. A lot more density and variety is needed

Most of these areas lack diversified businesses and services to assist and or address area residents. People need to leave these "neighborhood centers" in order to complete basic errands such as grocery shopping, entertainment, etc. SFCC literally has nothing around it but a couple of apartments, how is that a "center" at all? Do yall even LIVE here?

I don't go into any of these areas very often.

I can't think of many central plazas or squares to promote social interaction in any of the neighborhoods

## Centers and Corridors Update Study – Public Engagement Memorandum

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As much as I love living in South Perry, the traffic is scary. Way more needs to be done to make walking safer in this neighborhood. Perry street in particular is used as a high-speed freeway to get through the south hill and everyone is aware that traffic cops never ticket in this area. Speeding a dangerous driving happen all throughout the day here (and between 9th and Altamont is very bad too).

Love West Broadway area and I think there is lots of potential there.

It is difficult to cross the street between 10th and 14th on Grand. Installing a crosswalk here would help to achieve the NC goals.

Biggest challenges are that some of the above environments are not friendly to walk through or would feel unsafe to the typical pedestrian depending on time of day/night. Several are also missing a central gathering space (park, green area, plaza, etc.) Density/variety/spacing/built environment of business is not an issue with any, although quality/type of businesses varies among the centers.

Shopping, access to good food, community gardens, traffic calming, education regarding historical integrity - challenges regarding misappropriation of land use, outdated zoning allowing for further decline such as; compacting of social health services, public housing, and homeless shelters

Indian trail needs an aquatic center. Holy smokes. Why do I have to drive across town to get to an aquatic center. And why hasn't this neighborhood center tried to get a Chinese restaurant? Anyway, we need help out here.

# Centers and Corridors Update Study – Public Engagement Memorandum

## District Center Comments

These areas do not go vertical enough with respect to housing and parking garages. Too much low-rise, low-density and asphalt for these areas to be considered real urban neighborhood centers and corridors. Have all basic services that one would need, including housing, inside of the center without needing to drive or leave the center at all - turning each one into a small urban village.

All these "centers" are spread out to allow parking for cars.

There are virtually no 5 story buildings, sometimes 2 stories. NorthTown has the most height, but it's spread out, not very walkable from apartments. None have a central gathering space. Lincoln Heights has a Park alongside it, not central.

I don't see a gathering space at Manito or Lincoln Heights. Just lots of parking lots.

Although many of these are theoretically walkable/transit-friendly, businesses are often oriented across wide parking lots. This encourages driving. In particular, I would not call Northtown and 57th and Regal pedestrian-friendly

Besides most of those not having a central meeting area to promote social interaction, they do a good job of meeting the other criteria

All the District Centers meet the 1st & 2nd criteria & fail the next 3. That said they all seem quite functional in meeting the first criteria. The failing criteria seem oriented toward a denser and less car-based society than is the reality of Spokane, and thus don't see like the right right criteria for the plan.

Pedestrian and bicyclist safety is a huge issue in Lincoln Heights, not only along 29th in the district center from fiske-ray, but north and south on Ray. School walk routes are not honored by motorists and make it very dangerous to children who walk to our numerous schools. Since SPS' walk route is over 1.5 mi, this puts many children in danger all over Spokane.

I haven't seen any tall buildings and certainly not any over 5 stories in Shadle and I can't remember any in Lincoln Heights. Everything seems to be two stories at most. That could be improved.

Again, people in these businesses are not shoveling snow in the winter.

## Centers and Corridors Update Study – Public Engagement Memorandum

None of these District Centers are by any stretch of the imagination pedestrian-friendly. Most buildings are surrounded by a sea of parking and unsafe to walk to. Most do not have a central gathering place that promotes social interaction. Most are not higher density nor do they provide a mix of uses. Most do have a variety of businesses but are dominated by mega-chains.

Not very walkable friendly. High traffic on Ash, Maple, Wesley etc.  
No central plaza, park, square. Rather I observe: schools, library, shopping center.

The districts that I shop at are geared towards parking and not safe walking.  
Wellesley feels very unsafe to walk along and even more so, Division.

If you want walkable communities, ban drive-throughs and auto orientated businesses. Most of these district centers are just big-box stores and surface level parking lots. Unfortunately, there's not much you can do to get those businesses to change, but by rezoning the surrounding area and expanding the boundary of the centers, you can encourage development there.

All of these district centers are in car oriented environments and do not provide good, safe pedestrian connections throughout. Buildings are typically still low rise and density is only higher due to nearby apartment complexes. None of these centers have made substantial progress to meet the goals above and there is little incentive for developing to these higher urban standards.

There is much sprawl in each space, but little use above a 3rd story. In North Town especially there are only church squares, no public land that isn't full of police hassling our unhoused population.

Every one of these centers remains parking-forward. Every one of them can sustain far more than that. We need Vancouverism applied to each. 20 story thin residential atop 2-3 story wider commercial. Buried parking garages. The transit infrastructure is there, they're on frequent routes. We need to build up. We need to build on parking lots. That's how you fill the busses (and hopefully streetcars)

They do not meet the goals and need more people to walk to them.

Division and Francis are both nightmares for pedestrian use and are honestly unsafe as you keep going East. Division is huge yet there's no room for the bus, the sidewalks down east Francis are tiny and at times overrun with plants and dirt, and cars speed down both. The crosswalks are too far apart for how many neighborhoods connect, you have to walk very far to get across the street to a bus stop

## Centers and Corridors Update Study – Public Engagement Memorandum

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Five Mile doesn't have any type of community hub. When I lived nearby, it was really hard to walk between businesses. Most of what I needed was there, but I hated going there. Manito is a bit more walkable. I'm not sure there's an actual hub, but with the park nearby it feels more neighborhood oriented. I wish there was more greenspace in all Centers to break up the asphalt/concrete.

Shadle and Northtown have a lot of larger businesses, but are not nice places to walk due to large space between businesses, huge parking lots, high capacity roads.

The following District Centers are NOT friendly to walk through: Lincoln Heights - sidewalks are immediately adjacent to traffic; crossings at Regal - 29th and 29th - Mt Vernon are poorly protected and dangerous. Southgate- Regal sidewalks have no buffer. Students stand in Regal St to wait for the bus. No protected or marked crossings on Regal from 38th to 44th despite playfields & park to east.

The Northtown District is dangerous to walk in, especially near Division Street.

The northtown district lacks a variety of grocery stores.  
The shadle district lacks a variety of sit down restaurants.

Lincoln Heights has all the amenities but needs more pedestrian friendly walk ways, resources. And please....no Chic-Fil-A or other fast food restaurant which will create a traffic nightmare.

None of these centers are pedestrian friendly. They all have busy, fast, multilateral roads running through them. They are also auto-oriented and there isn't enough housing density.

DC businesses are typically big box stores surrounded by an auto-oriented strip design. No buildings are taller than three stories in or adjacent to any DC. None of the buildings are oriented to the street.  
Pedestrian connections are in some DCs, but overall the DCs are not friendly to walking due to auto-oriented and prioritized design. Most DCs do not have a central gathering space nearby.

The centers that do not meet the goal fail because the businesses typically are oriented toward large parking lots rather than to the street. Shadle and Lincoln Heights have many businesses but are not conducive to pedestrian or bicycle approach.

Similar to previous section, biking and walking feels very unsafe in these areas. Traffic flow is TOO FAST and accessing the bus stops (especially on 29th) is difficult due to unmarked and uncontrolled crosswalks.

## Centers and Corridors Update Study – Public Engagement Memorandum

Overall, I think the city has done a poor job of creating environments that are pedestrian friendly. If the city plans to grow in a sustainable way, prioritizing walkers, bikers and public transit users should be a the forefront of their development plans.

They meet most or all of the requirements and are served by one or more STA lines. Shadle has a library and a small office building.  
I wish there were bike racks and protected bike paths, such as with the revamping of Division Street.

Shadle Center has become an unsafe shopping area, especially after dark. The proximity to the Shadle Park seems to add to the uncertainty of safety, although it should just be a lovely extension.

All of these centers lack pedestrian and bicycle connectivity.

I shop at Five Mile, Northtown, and Shadle. All three are a nightmare for pedestrians and bikes. Huge parking lots, no bike parking (only one mall entrance has a bike rack!), no signals to cars that anyone other than a car is going to be there.

None of the plan goals seem to be met for any of the district centers. I would feel very unsafe walking around any of them.

Most of the district centers have a large amount of surface-level parking lots or street parking, making walking, rolling or cycling incredibly dangerous and inconvenient. The setbacks businesses have from the main streets and roads are very large and have no sidewalks or paths to connect people on foot to the businesses easily. Buildings should be taller and include more housing above businesses.

Most buildings are single story. Most of these districts are accessible. Sufficient arterials, except the south hill centers have an issue with limited north/south connectivity through the city.

Cars are again the most prioritized mode of transport for interacting with these areas. Driving a car does not promote social interaction and it makes all other transport modes less safe. It also takes up huge amounts of space. Prioritizing cars and surface parking lots decreases density, creates more dead space, and discourages social interaction in centralized spaces.

I have never been to a district center.



## Centers and Corridors Update Study – Public Engagement Memorandum

There's only single family homes, very low density. Not a great place to drive to either. Not much parking, unpleasant to walk to, ride a bike. Used to live on 26th and there's a ton of fast car traffic, lots of lanes to navigate on a bike. Not safe to bike with families, nor good to walk to.

North town is dark and creepy at street level. Needs street level redesign other than parking garage

I don't identify with and district center. I often got the Lincoln Hts shopping center area.

Lack of public gathering space.

We need more traffic calming at Lincoln Heights district center so pedestrians and bicyclist can safely cross 29th to and from our district center. We need a pedestrian street designation on 29th, from Martin St to Fiske St, so our district center does not have a 50-car drive-thru that will endanger pedestrian safety.

There is no central gathering place at Manito center. It is very much a destination for errands.

NorthTown is no longer friendly. You can't park on the top of the parking garage and have access to the second floor even during peak sale times. I don't feel safe parking in the dark under the parking garage. Shadle is also starting to feel unsafe. There is not enough diversity in Shadle it is just Walmart. I used to shop at Manito but there are not enough stores there now.

Walkable/bikeable infrastructure would really help meet goals. Bike paths don't connect many of these places and sidewalks connecting centers to parks/spaces nearby are sometimes nonexistent.

I don't think any of these are meeting the goals of a District Center. They are all VERY car centric making it hard if not dangerous for pedestrians to access with or without a car. Many of the buildings are not oriented to the street - there is an access of drive thru's. There is no central location for gathering or meeting your neighbors.

Lots of variety of businesses. Lots of transit.

Traffic, low public access for walking, biking, no above business residences,

Not a feeling of welcoming. A plaza type area would be great.

## Centers and Corridors Update Study – Public Engagement Memorandum

you say there is housing above storefronts, I don't see much of that except for the N. Monroe corridor. that is erving the neighborhood. I see it being adopted in my old Seattle neighborhood and the first thing is that parking has NOT been included and it is a mess. Parking for hi density is#1 to make it truly livable

These centers are oriented around very busy streets and this is risky for foot traffic. Having said that- please do not take down a single tree to allegedly provide more walkability.

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

Southgate is a gridlock on Regal.  
57th & Regal part is a little strip mall Theo other part is a grocery store & offices with a nightmare of a parking lot.

Southgate District Center needs improved pedestrian and bike access, especially directly east and south of the center.

Southgate is lacking any of the parameters listed. There is no definition of where the Southgate center is (assuming it is 57th/Palouse). There are very limited pedestrian friendly options, especially as Palouse is nearly dangerous to cross by foot.

Most of these district centers lack the [public] social gathering spaces. While there are restaurants, etc. there aren't free gathering spaces easily accessible to pedestrians.

The district centers are often in poor, less accessible locations.

The city is failing at district centers. These are nothing but auto-oriented strip malls within city limits.

All of the district centers I indicated met the goals did not have a central meeting spot. I think this is generally absent except from downtown

East Sprague should be a District center

Traffic at 57th and Regal has become very congested, and it's getting worse.

## Centers and Corridors Update Study – Public Engagement Memorandum

I don't know if any of these areas are truly pedestrian friendly. Pedestrians seem like an afterthought to me. I also don't believe that the areas feature a central gathering space that promotes social interaction.

No Central park or meeting place despite vacant land on corner of 29th and Rega. Too many fast food and lower end restaurants; This area needs more upscale restaurants. NOT CHAINS like Thai Bamboo. Instead upscale restaurants that have CHEFS, variable menus, cater to variety of diets and offer ethnically diverse food. AVOID national chain restaurant like Applebees,, McDonalds, Wendy's.

Not walkable. Usually driving between several parking lots. Should develop more housing near these areas to increase density and variety of business. Northtown isn't comfortable or fun. Shadle has a park and library but no highrise housing. We need more senior housing in Shadle area.

All of the District Centers should be more pedestrian and bike friendly.

Auto centered, hard to access as a pedestrian

Need me trees and walking areas

None of these locations are friendly to walk through

You don't have Kendall Yards or Downtown listed. Depending on what I need, out of the centers listed here, I usually go to Shadle. If I want to shop at Target, I go to the Y or South Hill locations. If I want to go to Macy's, I go to the Valley Mall. Each of these areas has other places I can catch at the same time. Shadle/Value Village, Valley Mall/Ross, others, etc.

Use Lincoln heights though it's parking is awful in the main center. Risky crossing parking the way it's laid out. Don't know if it could be improved

Shade is worse

57th and regal is east to get around

The west section of north town is good with only one traffic crossing by STCU and you can walk the mall o. The sidewalk without remarking.

I want to see bike Lanes cleared of debris year round!

I disagreed because the areas listed are most characterized by giant parking lots. No central gathering spot, no comfortable, safe place to gather. Some businesses face the street, most are accessed through the parking lot.

## Centers and Corridors Update Study – Public Engagement Memorandum

All the districts could use improved pedestrian access.

The Northtown area could use safer crosswalks. The parking garage is not a good place to be and I have to walk near or through it to get to the mall or get to Division to cross to the park.

These district centers may not have buildings 5 stories but they meet the remaining criteria.

Not pedestrian friendly, congested streets

This doesn't seem to be an actual goal: There are pedestrian connections and the environment is friendly to walk through.

These areas are not pedestrian friendly in any way.

29th and Ray/Lincoln height has a lack of marked crosswalks, this is a very difficult neighborhood for walking.

See previous comments

Manito center is pretty good except for that intersection at 29th and Grand, it is far far too car oriented, delays pedestrians and frankly makes that street which should be enjoyable scary to walk down. Grand from 29th up is way to wide and encourages speeding and reckless driving and I live on that street so I've seen plenty. Also we are not protecting kids well enough at Sacajawea there.

I don't think that most of these areas include 5 story buildings. I would not say that any of these areas meet all of the criteria.

Positives: Useful stores, easy to drive to, larger stock vs smaller businesses. Accessible for users with mobility issues.

Negatives: Ugly, smelly, loud, feel unsafe to walk. I actively avoid them and shop online where possible.

Challenges: Construction style of strip mall makes alternate use difficult. Parking lots would need \$\$\$\$ revision to feel more attractive and safe for pedestrians.

Meets goals but really too congested traffic-wise.

Again, not pedestrian friendly.

All of these are on pretty busy streets so the walkability factor is diminished for all of these but they have other items discussed.

## Centers and Corridors Update Study – Public Engagement Memorandum

Manito Center isn't pedestrian friendly.

There is a variety of stores at each of the location. I don't think any of them have a central gathering place. Wait! Lincoln Heights has a community center.

Regulated speed limits, monitored by cameras for doing so. More narrow streets to slow traffic, benches and pedestrian friendly corners. Speed bumps? Cross walks also needed! Any improvements will go to waste if speeding cars that use these neighborhood centers as thoroughfares, aren't addressed first!

major challenge to most is lack of pedestrian friendliness

I don't know of any gathering places. Most of these are not very pedestrian friendly, although 57th & Regal isn't bad for that.

To my knowledge, there is not a CENTRALLY LOCATED gathering space (plaza, square, park) that promotes social interaction within any of the District Centers I'm familiar with. They meet all the other goals though.

In general, I don't notice that these district centers have particularly high buildings. Also, all of them that have vehicle traffic have not met the goal: "There are pedestrian connections and the environment is friendly to walk through."

I don't think any of these districts are pedestrian friendly

See my other commentary. Quit acting like you "know better" when you in reality are "no better" than the individual citizen in making his or her own decisions without government diktat in our way.

I support the Pedestrian Street designation along 29th. Lincoln Heights DC is not ped friendly. Buildings don't face street and excessive parking. I would like more bike facilities. There is opportunity for a safe route through the Garden District north on SE Blvd to Lincoln Park and Fiske. Pittsburg St crossing of 29th is not safe and does not meet the conditions of a Greenway.

Again, there's not enough density to meet these goals. These areas are visually dominated by big box stores and parking. Public spaces are basically squeezed in, are not pleasant to walk through. There would have to be more explicit goals about walkability and what % of space needs to public space, to make progress. I've taught planning classes, I'd fail these as student projects by those metrics

## Centers and Corridors Update Study – Public Engagement Memorandum

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None of these places have pedestrian friendly areas, and most do not have a central gathering area. The mall doesn't count as a public park because it's a private business. Shadle is definitely not friendly to pedestrians, and there is not a wide variety of businesses around Manito within easy walking distance. Have y'all ever walked this city?

Again, I can't think of any plazas that promote social interaction... and if by "walkways" we are referring to parking lots and sidewalks, then yes, they are walkable

Again, traffic safety changes everything in a neighborhood. I would be afraid to be a pedestrian in the Northtown or Five Mile areas. Please make neighborhoods safer for walking!

Having a library is important

None of the DCs have the residential density described.

Variety of businesses is good, so is density although buildings are not up to 5 stories high, although this is preferable to me. Biggest missing elements are central gathering space at Northtown, Five Mile, and 57th and Regal. Some improvements could be made for pedestrian access at Northtown, Shadle, 57th.

Retail shopping, restaurants, groceries, services, and live to work opportunities - parking, security, and traffic calming surrounding those area with walkable districts surrounding neighborhoods

It is in no way safe to walk that parking lot. We need paths like they have at the new North Costco.



# Centers and Corridors Update Study – Public Engagement Memorandum

## Employment Centers Comments

More frequent and smaller transit units, more urban, more dense, more vertical (see previous notes).

East Sprague is spread out long, but has a great variety and price range for goods and services.

Density and diversity of employers is a challenge in many of these areas, especially Sprague

do not have knowledge of this subject

Im sorry, I dont know a lot about those areas except for Holy Family which seems to be operating as you would like.

These employment centers could benefit from their own business improvement districts similar to the downtown BID. This could encourage local investment and encourage a "sense of place" to develop here. Increasing the prominence of transit stops and building plazas/public spaces around those transit stops is a clear way to provide a sense of identity for these centers.

Although there are a large variety of businesses, there are not a lot of tall buildings. Setbacks are OK for industrial and rural land uses, but for residential and commercial uses they are not necessary and restrict development. In some cases, restrict the way a building looks (staggered height limits, FAR). Removing these restrictions would add more potential to these employment centers.

Many of these are heavy commercial or industrial areas where buildings are not street oriented and walking environments are not pedestrian friendly. Sprague and Maxwell are exceptions being in historical neighborhoods. Hamilton/Trent has higher potential for meeting these goals given the proximity of Gonzaga, City Line, and other efforts made as part of TOD study.

Much of the employment diversity in many regions outside of downtown are large corporate chains. I'd love to see more local owned business, or a wider variety of options for employment and shopping.

Build up. These areas can house multiple 20+ story mixed use buildings without dramatically altering the surrounding neighborhoods (they're already commercial, they already have transit, they can handle people without turning SFH zoning two blocks distant into quadplexes).

## Centers and Corridors Update Study – Public Engagement Memorandum

Trent and Hamilton is essentially a freeway.

I mostly go down town for all my employment activities.

I own commercial property on East Sprague. I would like to see more high density housing along East Sprague.

The intensity of use is there, but it's not mixed use and not multi-modal. The designs are typically auto-oriented suburban business parks if no more than three stories. So it could be more intense and more multi-modal/mixed use to meet the goals of Centers and Corridors.

North Foothills has a good mix of businesses and those I frequent the most, Yoke's grocery and Roast House coffee, accommodate bicycles.  
It is served by STA line 27, recently re-routed there. Unfortunately, travel by bicycle along Foothills is dangerous because of lack of a bike path, speeding, and careless driving. Crossing the Division-Ruby couplet, even at a light, is especially dangerous.

The hospital area is very car centric.

I don't have much experience with the employment center areas.

The lack of protected and separated bicycle/mixed use paths and large amount of surface-level or on-street parking makes these areas very dangerous to walk, roll or cycle in. While businesses may be oriented towards the street there is little room for people on foot who are actually shopping or working compared to the space dedicated to cars traveling through these areas. Less lanes for only cars.

Most buildings are single story, except in the Hospital District. Arterials are for the most part adequate for ease of access. East Sprague is highly undesirable since the road diet, making it challenging to do business there.

Service industry jobs make up a majority of the jobs in most of these areas.

I don't know

Employment centers need accessible food, public transportation, and CHILDCARE within a reasonable distance.

It is difficult to support low income employment. The East Sprague district has become a has become a magnet for small business and that is healthier.

## Centers and Corridors Update Study – Public Engagement Memorandum

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

Why is Downtown not considered and Employment Center? it meet your required definitions

These are all poorly located.

Like I've written about the previous centers, the city simply caters to drivers and cars. Getting to these centers by transit, bike or foot is a dangerous task. If you do make it, there's little to no bike parking and the centers are dominated by large parking lots and busy streets.

Both East Central and Trent Hamilton could support multi-story (RHD) residential at significant scale.

Banking, legal firms, restaurants are available, and parking is okay. Keeping it clean and safe are important and usually done.

I don't understand what an employment center is. All businesses employ people in any neighborhood. Not sure what the point is. I do know that it's annoying as an employee to have to drive somewhere for lunch. When I had multiple medical appts near Holy Family, I drove around trying to find a cafe or coffee shop. None except inside the hospital and they said it's only for patients

I don't spend much time in these areas.

No business variety

Eventually maybe more parking and bringing back the trolleys with more routes in the neighborhood.

I want to see bike Lanes cleared of debris year round.

East Sprage doesn't seem to have a lot of housing

Don't know and too old to care.

## Centers and Corridors Update Study – Public Engagement Memorandum

The medical offices make up a lot of employers. Daycare and SUD treatment centers also. I have a mixed experience taking my electric scooter to work, not a bike lane all the way door to door, some road and sidewalks cracked and dangerous.

Most of these do not meet the criteria from my experience. Holy Family has the hospital and doctors offices and Trent & Hamilton have the University buildings and some WA state buildings close by.

Several vacant buildings

Mass transit and non-motorized transportation should be a goal of these areas as well. Parking lots and garages should be minimized.

With retailers leaving including Toys R Us and Bath n Body - too many vacancies, windows covered or boarded up and decaying Employment Centers in bad repair

Positives: Excellent conversions from brownfield and industrial sites at Hamilton. Generally good balance in Distric Centers between pedestrian comfort and vehicle access. Diverse businesses. Buildings generally flexible use. All centers of essential services.  
Challenges: Vacant buildings with visible repair issues in older areas. Newer areas sprawl, businesses isolated in sea of parking.

North Nevada employment 'center' is actually the Northpointe Center, where there are lots of doctors, offices, post office, etc. for employment. This is outside the official employment center which is now just apartments, not employment.

I notice on the map, that all of the employment centers are situated north of the interstate and roughly in a straight line up Division or close to it. A diverse employment center plan could serve us well.

East Sprague doesn't seem to have much density, and I'm really only aware of service related jobs (retail, basically).

North Foothills has a high amount of properties with vacancies

Not sure that most of these have this: "The area has a strong employment component largely made up of non-service related jobs."

I guess I don't pay too much attention to employers, other than service providers. Seems like the service sector is getting larger every year

## Centers and Corridors Update Study – Public Engagement Memorandum

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See my other comments, which basically boil down to this: get your government off my freedom

Again, none of these are oriented to the street really! There are large stretches that are focused on parking lots. Holy Family in particular is a walkability and wayfinding nightmare which isn't fun when you're having serious health problems... I speak from experience

"Non service jobs"? Holy Family is right next to a shopping center which has the majority of the jobs in that area. All of those jobs are service jobs. North Foothills is car dealerships (which is not tall) and service jobs. Trent & Hamilton is just warehouses. None of these are diverse business areas, and the majority are still service jobs. Why are you lying to yourself, and us the tax payers?

Higher crime has caused us to use caution when going to yokes or for car servicing

These seem to be chosen to help promote a predefined objective. They clearly are not the most dense employment centers.

Most of these employment centers meet most of the goals.

mixed use business, service, and retail often times lacks pedestrian safety and or parking.

# Centers and Corridors Update Study – Public Engagement Memorandum

## Corridor Comments

You need a grocery store in each one.

I'm surprised Division isn't on this list.

Monroe since its narrowing has biking now.

Monroe is the most walkable of all 3.

Market St has some great new areas that would be amazing to bike to, but it is hard to access that area by bike.

Hamilton could use some beautification.

Hamilton feels too narrow to encourage biking and active transportation

Go back to more lanes. Necking all our roads down is a poor idea with the increase in population.

The city does a POOR job at really promoting active transportation. Transit is going over much better, but pedestrians and bicyclists are still navigating in a car-centric city. Motorists are unaware that every intersection is crossable by a pedestrian RCW 46.61.235 and bicyclists are not given proper distance RCW 46.61.110. A education campaign must be made for motorists

Monroe seems to be doing the best of these corridors, in large part due to the Monroe Street road diet. Traffic calming, walkability, local business investment, and real estate development have all improved. Hamilton benefits from its proximity to Gonzaga, but the street is dangerous and manufacturing businesses detract from walkability. Market could use more housing options on the corridor.

Gonzaga pretty much defines the Hamilton Corridor. If you are not a student, it feels like a pass through still.

Monroe is much improved. Nice mix of businesses which face street which is great. Parking is good, small lots and street, all located by stores and free.

The road diet on Monroe helped make the corridor more pedestrian friendly and accessible. Wish we could do that to Wellesley.



## Centers and Corridors Update Study – Public Engagement Memorandum

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Despite the many businesses I frequent on Monroe by bike, there is no biking infrastructure that makes Monroe safe to bike on. Instead, I must utilize side streets which are incredibly dangerous due to un-controlled intersections.

Monroe street is good. The street diet worked. Looking forward to the Division Street diet. It would be nice to expand the boundaries in all directions so its not just property directly on Monroe.

Market and Monroe are historic business districts are are equipped to meet these goals. Hamilton has elements of these goals but overall is less walkable and more car oriented. Hamilton has the potential to meet these goals in the future with the university, City Line, and transit oriented development.

Too few multi use buildings, like apartments. Too many with too high a price that will sit empty and invite vandalism.

I like all three, but read my previous responses. None are good enough. All three should be lined with 10-20 story mixed use, Vancouverist style towers. There is no excuse not to allow that. Considering that, all three are failures.

If you want a corridor slow it down and plant trees. Worked on Monroe and Sprague.

Density and transit, there is already a lot of room to use on the Market St corridor and sprawl should be kept at a minimum. Biking safety in Spokane is not great with a lack of guarded lanes and old sidewalks.

There's multiple businesses I visit on Monroe, so I get coffee and go into several shops. I drive there, but park in one place, and it can be hard to cross the street. I really like how there's more landscaping and the speed limit is lower so it feels like a shopping area. I have been going more often since I've seen new businesses come in and it's easier to get there from the South Hill.

The Hamilton Corridor is dangerous for pedestrians. Traffic calming desperately is needed there.

The Monroe corridor does not boast a variety of housing. It is predominantly business surrounded by single family. It would be very nice to see zoning and incentives to increase MF high density one block to each side of corridors with safe pedestrian connectivity to encourage walkable community centers similar to Kendall yards.

Hamilton is great in many aspects but could be more pedestrian and bicycle friendly.

## Centers and Corridors Update Study – Public Engagement Memorandum

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The traffic calming in Monroe has been great, the other areas need it to. The roads are too big and fast and unpleasant for pedestrians. Also need much more sense housing development.

Of the three, Monroe gets the closest to meeting the criteria, Hamilton us the furthest away. There needs to be more Street oriented business and focus on non-auto users along Market and Hamilton. Also all three zones fall short on mixed-use development. It's coming in fits and starts, but needs to be more encouraged.

Traffic is bad on all of these corridors. If the goal is to promote active transportation, it's hard to see how any of these corridors accomplish this. Maybe via transit? I do think that the traffic calming on Monroe has been great. And it helps peds feel safer. It also promotes more shopping and dining when the street is calmer and not used as a freeway. More traffic calming is needed on all.

Although the city is expanding the variety of housing styles in different neighborhoods and increasing density (yay), there is a great need to also prioritize walkable and bikeable corridors.

Good mix of businesses, services, and eateries. Served by STA lines. Monroe has some bike racks.

None of these corridors has walking and biking facilities promoting active transportation except a couple HAWK signals. No routes along corridors for safe travel for those not in vehicles. Snow storage on sidewalks and bike facilities renders them useless for 3+ months of year.

I would never bike in Monroe, it has no infrastructure. For pedestrians, there are no lights so it can be really hard to cross the street. The sidewalks and bus stops are really nice, though, and I like that it's only one car lane each way.

The city has done a good job meeting the goals for the business corridors. The Monroe corridor has the worst bike parking racks I've ever seen in any city though. They only work if you have a narrow U lock and are even difficult at that. Those look nice but have very little utility.

The lack of protected/separated bicycle paths and on-street parking makes walking and cycling incredibly dangerous in these areas. There is also no proper bicycle storage, such as a an "Oone Pod", which would encourage a lot more people to cycle to bus stops and take transit to other centers in Spokane. Speed cameras would also greatly improve the safety of these pedestrian corridors for everyone.

## Centers and Corridors Update Study – Public Engagement Memorandum

The corridors are highly congested, making them less desirable as a "corridor".

None of these corridors have "..walking and biking facilities promoting active transportation." Not a single one has a protected bike lane or even a bike lane at all. There are also not bike lanes of any kind on adjacent parallel streets. Why couldn't we create protected bike lanes on the small neighborhood streets parallel to big corridors like these? Bikes need a dedicated space in these areas.

I don't know if the corridors meet these goals

Cats are slow enough, haven't booked through here, but I would feel okay biking along this corridor.

I live near Hamilton. Totally creepy at night even near students. Unlit walkways and congestion. Kids can't cross the street from school safely. Tons of empty buildings and blown out and dirty looking. College kids need an above street cross walk.

I feel safe walking along Monroe; not the other two.

Variety of businesses is good. Parking is decent.

Monroe is too congested and too hard to navigate. Dangerous if not nearly impossible to cross. More "on demand" pedestrian cross walk red light would be helpful

The Monroe corridor has horrible traffic transitions. When you lose a lane you usually get to keep the center most lane and in this transition, you lose it at the same time as the road is narrowing down. IT IS HORRIBLE! Once you are finally on it you still have too much traffic for what you were hoping. Spokane does not have enough north/south corridors for you to reduce traffic flow.

Hamilton/Market don't seem great for biking/walking.

I think that Monroe Corridor is achieving this goal of having a variety of businesses, density, buildings oriented to the street, it is an obvious connector to downtown, has transit. I would say it falls short of having a complete streetscape that promotes walking and biking. It is like a freeway and very unpleasant to walk on. Hamilton and Market are similar.

Monroe and Hillyard have significant business losses. Walking is difficult here.

## Centers and Corridors Update Study – Public Engagement Memorandum

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

Monroe is not pedestrian friendly since the overhaul of the street. I would never ride my bike there...absolutely no room for a rider in that narrow section. Hardly room for someone to exit a car parked on the street. Instead huge concrete planters suck up that needed real estate (with lots of garbage and dead plants) and also those planters block the view of traffic to side street entrances

Hamilton corridor isn't pedestrian - especially biker - friendly.

Monroe Corridor landscaping is a embarrassment. The taxpayers spent tens of thousands of dollars to have trees planted, raised landscape beds installed and the city has done little to nothing to maintain. Trees are dead, dying, broke off, removed, etc. The landscape beds are overgrown, busted, graffitied, etc. Our city budget is \$100,000 million a month! Can this one mile stretch be maintained?

The Monroe road diet has created merging nightmares at both ends. The street is too narrow for buses and garbage pickup.

It's simply laughable to suggest any of these corridors promotes active transportation. I've nearly been killed just trying to cross Monroe on a bike, let alone ride on it, which I would never do simply because of how unsafe these roads are. If the city wants to make these actual corridors for the people who live here, try making it harder to fly through on your commute. Make them destinations.

Generally meet the goals. Residential density is low. And they provide limited connectivity currently

I use corridors to avoid Division Street

I love the transformation of Monroe and East Sprague. I used to go there a lot when younger and always thought they had potential.

They could all be more bike friendly.

Car oriented, not much residential

Monroe lacks density and could use a little more diversity of businesses.

## Centers and Corridors Update Study – Public Engagement Memorandum

No good biking facilities on Monroe.

Recent construction on Monroe made North Monroe more pleasant, would like to see more projects like that completed.

Monroe meets most requirements, but walking through the area is unpleasant. The speed of traffic and narrow streets make it a location I will walk only if I have to. It's not an area I'd stroll through the businesses. Trees could help mask some of the noise and make it more pleasant.

My friends and I really enjoy the Monroe St corridor, going out for breakfast or lunch, shopping, especially when they have their little street festivals, etc. Some people complain about being stuck behind the bus on the one lane parts of the street, but I like driving down Monroe. I like the murals and art work and the unique restaurants and shops.

The Market Street corridor is not pedestrian friendly. I work near the Hamilton corridor, and I appreciate this area. However, again, I often feel unsafe walking from my workplace to Safeway or a restaurant on Hamilton as a single woman because of unsafe individuals walking the street and hunkered down in public spaces.

The changes made to Monroe a couple years back have made it a great spot to shop/eat/walk up and down Monroe. Slowing traffic and better pedestrian crossings(bump out at corners). Much safer to park your car along without it losing its mirrors. I frequent the farmers market and restaurants now which I had stopped doing because it was so hazardous traffic wise.

I want to see bike Lanes cleared up year round.

I LOVE Monroe since the recent redesign north of Indiana

All of these corridors are lacking in bicycle infrastructure. I do not ride on them when going north/south. It's hard and takes room. On an arterial I won't ride if there is not a protected path. There are ample side streets to ride on. Bicycle designated streets and signage are GREAT!

The improvements to Monroe have been helpful, safer for pedestrians, more pleasant to drive through. Bus stops are nice.

These do meet the criteria listed.

Traffic presents significant risk to pedestrians on hamilton

## Centers and Corridors Update Study – Public Engagement Memorandum

Progress is being made but there is a lack of business diversity. Also, Monroe corridor does not support bike traffic due to driving behavior on parallel roads (Monroe is very walkable, but not safely bikeable). Additional traffic calming on side roads is needed.

Neither Hamilton nor Market have a high walk ability score to me.

More green space, Chris Bovey giant wall art, Community projects. Less unused lots or land that collect garbage, junk and homeless encampments

All of these are AWFUL for biking , they make it difficult and scary to get anywhere. Additionally trying to walk up Hamilton is terrifying, cars are way to close to the sidewalk and are also quite often speeding, need to be slowed down especially in the Hamilton corridor which is more like a highway than a place anyone including college students would want to frequent.

Positives: dense services, mixed price points, interesting local businesses, strong sense of community, mostly convenient by multiple forms of transportation (Market is less so). Visually interesting and feel economically vibrant. Destinations.  
Challenges: generally older building stock, sometimes very little separation between peds and vehicles, biking infrastructure minimal to nonexistent.

Needs more affordable apartments

Why isn't Division (hwy 2/395) a Corridor. This area should be included and bumped into a transit area with the STA rapid busses. The area goes between six neighborhoods, and is a big sales tax revenue for the City. When the NSC is completed, this area may become more like Sprague after the I-90 construction. It includes the Northtown Mall and is vital to the health of that center.

I am an avid walker and occasional commuter by bicycle. I would not use these corridors and refer to them as having facilities that promote active transportation. There are too many cars and people who are impatient and will run you over.

Monroe is great since it's been re-done. Sprague, too, although that isn't a designated Corridor.

None of the corridors support biking facilities, aside from the Hamilton corridor which has a Greenway that makes cycling safer in the neighborhood. Monroe would heavily benefit from a Greenway a block off from the arterial as a safer alternative to biking on Monroe.



## Centers and Corridors Update Study – Public Engagement Memorandum

Regulated speed limits, monitored by cameras for doing so. More narrow streets to slow traffic, benches and pedestrian friendly corners. Speed bumps? Cross walks also needed! Any improvements will go to waste if speeding cars that use these neighborhood centers as thoroughfares, aren't addressed first!

pedestrian friendliness lacking in Hamilton and Market corridors

Both need business diversity and parking available.

I occasionally pass through these, so I don't know much about them. It is very striking that none are south of the river.

Walking is not very much present on the Market St corridor but all three have active transit

Biking isn't something I'd feel comfortable with on the Hamilton Corridor

All these corridors provide good connections to other centers. None of them are good walking areas and I would NEVER bike along any of these corridors.

Converting Monroe to a two lane road helped make this a more welcoming area for pedestrians. Keeping Market a two lane road is important. Hamilton can be quite busy, but there is enough college action in that area that it seems to work.

see previous comments about freedom, liberty, property rights, and the pursuit of happiness

Again, no walkability goals are being met here, although Monroe comes closest it still relies on crosswalks which drivers CONTINUALLY ignore and blow through. Cycling is unsafe on all these streets. Y'all need to look into dedicated cycling lanes separated from the main grade if you want to get closer to an environment that promotes cycling

No grocery stores on Monroe. Most of Market St is dead. Hamilton is the closest you've come but there isn't a variety of housing because it's all for "rich" college kids.

The recent changes on Market and Monroe are fantastic.

Its hard to drive so i use other streets but i like the bus.

South Monroe and all of Hamilton are not bike friendly

## Centers and Corridors Update Study – Public Engagement Memorandum

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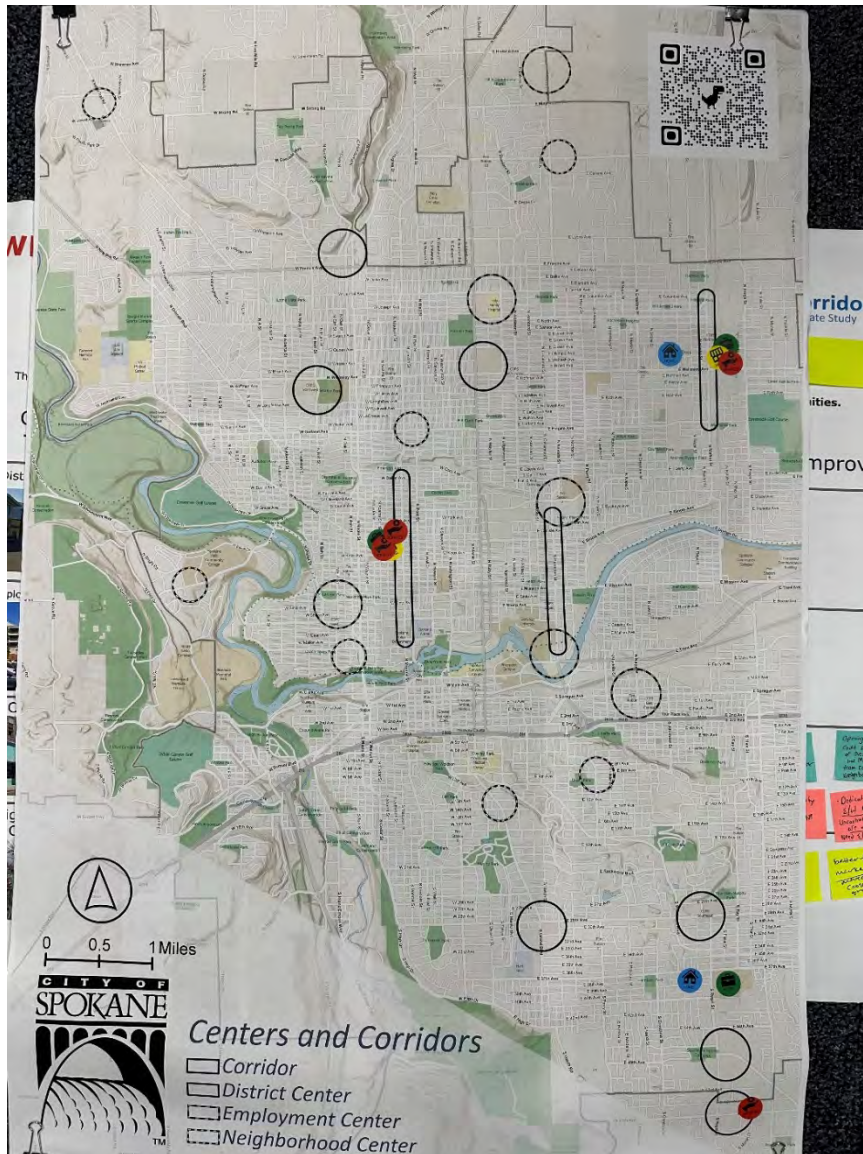
Market and Hamilton don't support easy transportation to downtown. Neither have walking or biking facilities that are friendly to access. There are not a variety of housing styles in Market corridor. Monroe corridor does a good job of meeting these goals.

Variety of retail, fresh food, eateries, services, job opportunities and amenities - public health and safety, parking, high density traffic, lack of parking

Fantastic work! This brought this area back to life. Good work.



# Centers and Corridors Update Study – Public Engagement Memorandum



**Appendix Photo 2:** Public feedback on the map activity at Derailer Coffee on Market Street on Saturday, November 14, 2023.



# Centers and Corridors Update Study – Public Engagement Memorandum

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**Appendix Photo 3:** Public engagement booth at Ladder Coffee on Saturday, November 21, 2023.

# Centers and Corridors Update Study – Public Engagement Memorandum



**Appendix Photo 4:** Public engagement booth at The Shop on South Perry Street on Saturday, November 4, 2023.





## Centers and Corridors Update Study – Public Engagement Memorandum

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**Appendix Photo 7:** Public engagement table at Derailer Coffee on Saturday, October 14, 2023.

## RESOLUTION NO. 2024-

A resolution adopting the Centers and Corridors Update Study as a guide for developing updates Centers and Corridors policies and development regulations as adopted in the City of Spokane's Comprehensive Plan and the Spokane Municipal Code.

**WHEREAS**, the City of Spokane has adopted a Comprehensive Plan that complies with the requirements of the Washington State Growth Management Act, including a Land Use element meeting the requirements set forth in RCW 36.70A.070(1) and a Transportation element meeting the requirements set forth in RCW 36.70A.070(6); and

**WHEREAS**, the City of Spokane undertook the Spokane Horizons community planning process between 1996 and 2001 to develop the City's first Comprehensive Plan; and

**WHEREAS**, the Spokane Horizons process led to community selection of the "Focused Growth, Mixed-Use Centers Scenario" as the preferred growth scenario to concentrate future growth in mixed-use district centers, neighborhood centers, employment centers, and along mixed use transportation corridors; and

**WHEREAS**, the City of Spokane's adopted Comprehensive Plan Land Use element contains policies supporting implementation of this focused-growth strategy by encouraging a mix of employment, residential, and commercial uses in designated centers; and

**WHEREAS**, a team led by MAKERS Architecture & Urban Design, and including SCJ Alliance and Leland Consulting Group, with expertise in Washington State comprehensive planning as well as expertise in the creation of supportive development regulations and design standards; and

**WHEREAS**, the Centers and Corridors Update Study will guide future zoning code and land use planning strategies to accommodate new mixed-use development in the City of Spokane; and

**WHEREAS**, the process for the Centers and Corridors Update Study included public engagement including two public open houses, presentations to local Neighborhood Councils, a Real Estate and Development Professionals public meeting, an online survey, four steering committee meetings with community organizations and institutions, and four Plan Commission workshops, and

**WHEREAS**, public meetings were held on October 26, 2023, November 7, 2023, April 23, 2024, and May 1, 2024; and

# **SPOKANE CITY PLAN COMMISSION**

## **FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS REGARDING THE CENTERS & CORRIDORS UPDATE STUDY**

**A Recommendation from the City Plan Commission to the City Council recognizing the Centers & Corridors Update Study as a guide for future policy development and potential regulatory, infrastructure and programmatic implementation measures.**

### **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, including a land use element as well as a transportation element that is consistent with the land use element, meeting the requirements set forth in RCW 36.70A.070(2).
- B. The City of Spokane land use element contains Policy LU 3.2 – Centers and Corridors, directing the City to designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.
- C. Key features of Centers and Corridors include compact residential patterns, the provision of a mix of residential, commercial, and recreational uses, and the establishment of a dense network of transport options including walking, bicycling, and access to transit.
- D. The land use element of the Comprehensive Plan also contains Policy LU 3.3 – Designating Centers and Corridors, directing the City to designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a City-approved planning process.
- E. Policy LU 3.4 – Planning for Centers and Corridors, within the land use element, call for city-approved subarea planning processes to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors, and prohibiting any change to land use or zoning within Centers or Corridors until subarea planning processes are complete.
- F. Policy LU 3.5 – Mix of Uses in Centers, within the land use element, calls for achievement of a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.
- G. The City of Spokane is initiating steps for the 2026 periodic update of the City’s Comprehensive Plan, a process that includes the development of a series of growth scenarios that will reference the City’s current “Focused Growth, Mixed-Use Centers” strategy and include scenarios that propose

various updates and revisions to the City's existing Centers and Corridors policies and zoning.

- A. MAKERS Architecture & Urban Design, a consulting firm with expertise in Comprehensive Plan policy development and development code assessment, led a team including Leland Consulting Group and SCJ Alliance to conduct the Centers & Corridors Update Study for the City of Spokane, assessing development trends, existing conditions, Centers & Corridors land use policy, and existing Centers and Corridors development code, and on this basis providing a series of regulatory recommendations for future implementation.
- B. Outreach and public communication beginning in the spring of 2023 included a project web page, online surveys regarding challenges and opportunities designated Centers, a recorded video about Centers and Corridors distributed via the City's social media channels and web page, email updates to interested parties, blog posts, and press releases promoting participation in the planning process.
- C. Staff conducted public engagement including two public open houses, presentations to local Neighborhood Councils, a Real Estate and Development Professionals public meeting, four Steering Committee meetings with community organizations and institutions and four Plan Commission workshops.
- D. Staff hosted public open houses on October 25, 2023, November 7, 2023, April 23, 2024, and May 1, 2024, as well as additional public engagement at local cafes and coffee shops on four weekends October and November 2023.
- E. At meetings of the North Hill Neighborhood Council, East Central Neighborhood Council and East Spokane Business Association, staff presented assessments of existing conditions, initial findings and draft regulatory recommendations.
- F. The project included a Technical Advisory Committee meeting on August 1, 2023 and Spokane City Plan Commission workshops on August 23, 2023, November 8, 2023, January 24, 2024, April 10, 2024, and July 24, 2024.
- G. The Plan Commission recognizes the recommendations of the Centers and Corridors Update Study do not direct nor result in any change to land use or zoning, nor do the recommendations commit to funding or programmatic changes.
- H. On September 25, 2024, the City Plan Commission held a public hearing on the recommendations of the Centers & Corridors Update Study. At the public hearing, the Plan Commission heard testimony on the Study recommendations and deliberated on the proposed updates.

## **CONCLUSIONS:**

Based upon the recommendations of the Centers & Corridors Update Study and appendices, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), agency and public comments received, and public testimony presented, the Plan Commission makes the following conclusions with respect to the Centers & Corridors Update Study:

1. The recommendations of the Study are consistent with the goals and purposes of the Growth Management Act.
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. Additional legislative action with robust public engagement will be required for any strategies that involve changes to adopted policy and regulations of the City of Spokane, which would be incorporated into subsequent work plans of the Plan Commission and/or considered in conjunction with ongoing or upcoming major planning efforts such as the periodic update of the Comprehensive Plan required by the statutory deadline of 2026.



**RECOMMENDATION:**

In the matter of the recommendations of the Centers & Corridors Update Study:

As based upon the above listed findings and conclusions, by a vote of 9 to 0, the Plan Commission takes the following actions:

- (1) Recommends to City Council the **APPROVAL** of a resolution recognizing the Centers and Corridors Update Study as a guide for future policy development and potential regulatory and programmatic implementation measures.
- (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 resolution.

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**Greg Francis, President  
Spokane Plan Commission**

**September 26, 2024**

**WHEREAS**, public engagement opportunities were held at local community gathering spaces, including cafes and coffee shops, on four weekends in October and November 2023; and

**WHEREAS**, presentations at meetings of the North Hill Neighborhood Council, East Central Neighborhood Council, and East Spokane Business Association were held in Fall 2023 and Spring 2024; and

**WHEREAS**, a Technical Advisory Committee meeting was held on August 1, 2023; and

**WHEREAS**, the Spokane City Plan Commission workshops were held August 23, 2023; November 8, 2023; January 24, 2024; April 10, 2024, and July 24, 2024; and

**WHEREAS**, the Centers and Corridors Update Study includes recommendations for establishing a new family of Mixed-Use (MU) zones to replace the existing Centers & Corridors zoning hierarchy; and

**WHEREAS**, the associated recommendations, if furthered, will be subject to a separate planning process that includes additional engagement with the community; and

**WHEREAS**, as prescribed in SMC 04.12.010, this resolution is not an action to amend the City's Comprehensive Plan or development regulations by recommendation of the Plan Commission; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council adopts the Centers and Corridors Update Study, shown in Attachment XXX, as a guiding document for future actions and further consideration of recommendations to update the City's focused-growth, mixed-use development strategy.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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City Clerk

Approved as to form:

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Assistant City Attorney

CITY OF SPOKANE

# CENTERS & CORRIDORS STUDY



**MAKERS**  
architecture • planning • urban design

 **SCJ STUDIO**

 **LELAND CONSULTING GROUP**

June 2024



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# Spokane Centers and Corridors Study

## Executive Summary

This memo evaluates the City of Spokane’s Centers and Corridors framework and recommends changes to the role centers play in the City’s land use policy and regulatory structure, including changes to Comprehensive Plan policies, zoning and design standards in the interest of better achieving the City’s goals for amenity-rich, walkable, mixed-use centers. These changes will affect how Centers and Corridors are designated, types of Center and Corridor designations, policy guidance for public investment in Centers and Corridors, and the rules that govern building in Centers and Corridors. It is accompanied by a market study appendix analyzing development potential in Center and Corridor areas in general and identifying regulations that create barriers to development.

Important policy recommendations include:

- Eliminating the Employment Center designation and folding those Centers into other Center typologies (page 14).
- Clearly designating implementing zones for each of the Centers and Corridors typologies (see pages 26-31).
- Updating how Centers and Corridors land use designations are mapped (page 32).

A key regulatory change is the introduction of a new family of **mixed-use zones** (see page 42) to replace the existing Center and Corridor zones:

- **MU-TOD**: emphasizes uses that support walking activity and high-intensity development, to be applied near high-capacity transit stops.
- **MU-1**: the “base” mixed-use zone that allows a broad mix of uses and high-intensity development, intended primarily for District Centers and Corridors.
- **MU-2**: oriented towards a narrower range of walking-friendly uses and moderate-scale development, intended primarily for Neighborhood Centers and Mini-Centers
- **MU-3**: oriented towards smaller-scale development, intended for peripheral areas at the end of centers. This is intended to replace both the CC4 and NMU zones.

Other notable regulatory proposals include increased height limits (page 46), relaxation of zone edge transition standards, maximum block length/through-block connection standards (page 52), and updates to block frontage standards (provisions for Pedestrian-designated streets and other block frontages, page 57).



## Short- and Long-term recommendations

In spring of 2024, staff developed interim updates to Center and Corridor zones to implement recommendations of the South Logan Transit Oriented Development (TOD) Subarea Plan and EIS. These updates build on expiring interim Center and Corridor zoning passed as part of the Building Opportunities and Choices for All (BOCA) Initiative. The new short-term interim updates will provide a bridge to long-term changes to the Center and Corridor designation/zoning scheme included in the 2026 Comprehensive Plan update.

### Height

**Short-term:** Update height limits to 55' and 75' for Neighborhood Centers and District Centers respectively.

**Long-term:** Allow 90-150' heights in MU-TOD, 75-150' in MU-1, 55-75' in MU-2, and 40' in MU-3 zones.

### Transitions

**Short and long-term:** Update transition standards to allow 40' outright and allow an additional 2' height for each 1' (60°) from the adjacent Residential zone property line.

### Parking

**Short- and long-term:** Remove parking requirements from CC/MU zones.

### Floor Area Ratio (FAR)

**Short-term:** Reduce minimum FAR to 0.5 for District Centers and 1.0 for Employment Centers.

**Long-term:** Maintain minimum FAR of 1.0 for MU-TOD zone only.

### Drive-Throughs

**Short-term:** Prohibit new drive-throughs in CC1 zone.

**Long-term:** Prohibit new drive-throughs in all MU zones on pedestrian streets and in the MU-TOD and MU-3 zones, and limit drive-through placement in MU-2 zone.



# Centers and Corridors Analysis

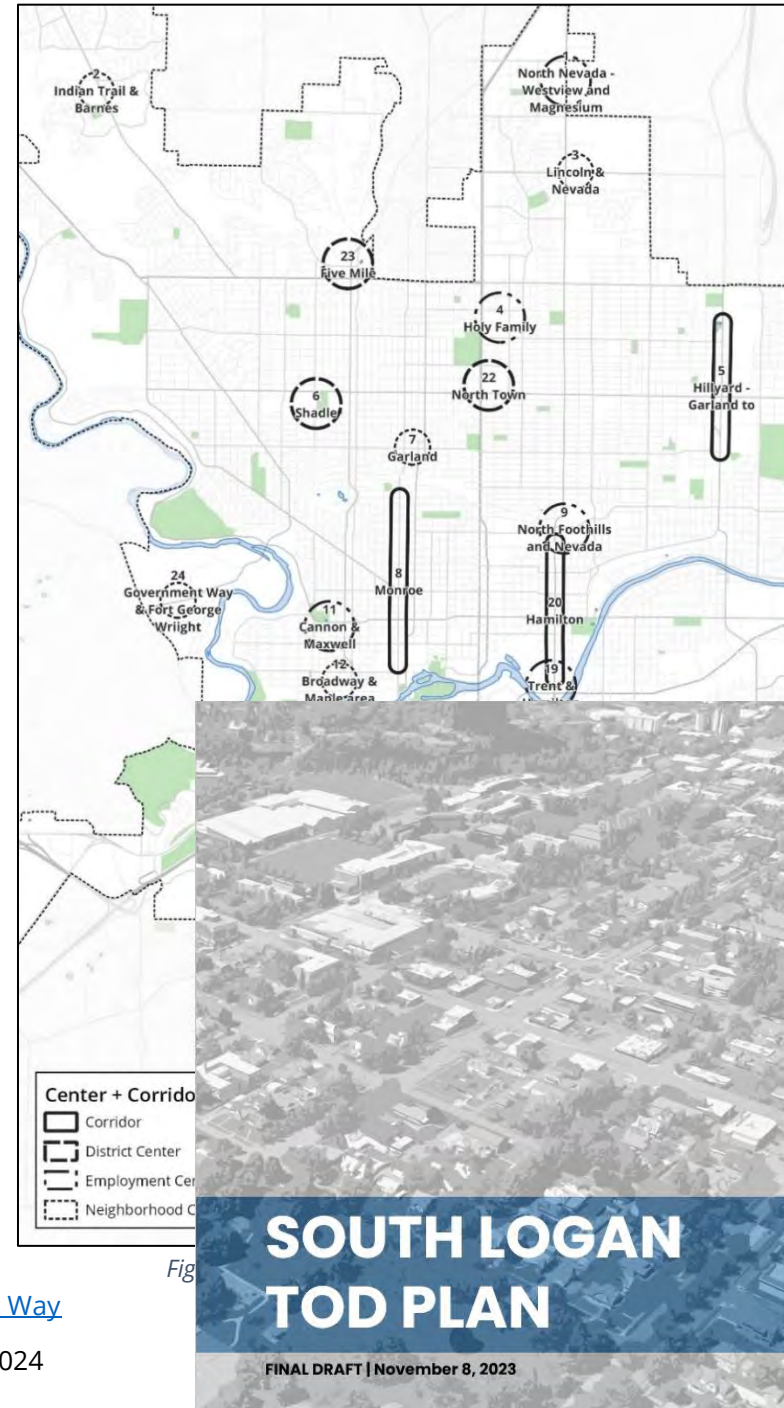
The process of getting to policy and regulatory recommendations included an in-depth analysis of the Centers and Corridors planning, policy, physical, development, and regulatory findings by a consultant team led by MAKERS architecture and urban design. This included an assessment of the:

- Planning history of the Centers and Corridors.
- Policy framework, including an examination of the Centers and Corridors concept, individual goals and policies, applicable land use designations, and the mapping of those designations.
- Physical and regulatory conditions in each of the Centers and Corridors. This included the land use development context (land uses, built form and conditions, and recent development activity), transportation and public infrastructure context (including the street grid, traffic levels, transit access, streetscape conditions, and the presence of public facilities, open space, and amenities), and applicable land use designations and zoning.
- Centers and Corridors typologies plus related land use designations.

## Planning Context

The City has prepared several neighborhood and subarea plans addressing specific policy recommendations for designated Centers and Corridors. Plans and studies for the following Centers and Corridors inform policy conversation and set the stage for an overall look at how comprehensive plan policy may adapt to achieve mixed-use development objectives.

- [Hamilton Corridor](#)
- [Shadle District Center](#)
- [Lincoln Heights District Center](#)
- [Whistalks Way \(formerly Fort George Wright Drive\) and Government Way](#)



Fig

Figure 2. South Logan subarea plan cover

- [Neighborhood Center](#)
- [North Monroe Corridor](#)
- [South Logan TOD Project](#)
- [Grand Boulevard Transportation and Land use Study](#)
- [Emerson Garfield Neighborhood Plan](#)
- [North Hill Neighborhood Action Plan including the Garland Neighborhood Center](#)

In addition, the City and partner agencies have conducted planning for broader areas that include both Centers and Corridors as well as areas not designated as a Center or Corridor in the Comprehensive Plan:

- North Bank via the [Downtown Plan Update](#)
- [South University District Subarea Plan](#)
- South Hill neighborhood connectivity ([Connectivity and Livability Strategic Plan, South Hill Coalition 2014](#)) including Southgate District Center, Lincoln Heights District Center, Grand Boulevard – 12<sup>th</sup> to 14<sup>th</sup> Neighborhood Center, South Perry Neighborhood Center, and Grand District Center
- City Line BRT corridor via the [TOD Framework Study](#)
- Division BRT via the [DivisionConnects Phase 2 Vision and Implementation Strategy](#), including the North Town District Center and Holy Family Employment Center
- [East Central Neighborhood Plan Update](#) including the East Sprague Employment Center
- [West Central Neighborhood Action Plan](#) including the West Broadway Neighborhood Center and the Maxwell and Elm Employment Center
- The City's neighborhood and subarea planning efforts have demonstrated different areas have different needs and opportunities. For example, the DivisionConnects, Phase 2 study proposed the classification of mixed-use center types by the classifications of the streets serving them and the type of BRT station proposed to be located there. The North Bank concepts in the Downtown Plan Update and South University District plans envision an urban landscape investing heavily in walking and rolling infrastructure and focusing less on accommodating vehicles. Both the West Hills and Shadle Park planning efforts emphasize access to transit, while suggesting minimal changes to retrofit the existing, auto-centric design of the transportation system. These planning processes inform new policy suggestions recommending a practical approach to achieving mixed-use



development while acknowledging the context variability between various Centers and Corridors.

Despite these area-by-area differences, the City's various plans and studies all agree on achieving six objectives, regardless of the Center or Corridor's setting:

- **Connectivity**, where street, sidewalk, and trail connections to and through the mixed-use centers are emphasized, both to improve access for all modes of travel and to impose a sense of more intimate scale to larger centers.
- **Residential infill**, where increases in residential density within and surrounding mixed-use centers facilitates walking and rolling access to retail and services within the center and creates a transition to low intensity residential neighborhoods nearby.
- **Public realm improvements**, where streets, drives, parks, and plazas are treated to create environments attractive to pedestrians, motorists, cyclists, people using mobility aids, business owners, residents, and others who will fuel development demand adjoining the public realm consistent with overarching land use strategies.
- **Speed reduction**, slowing vehicular traffic in mixed-use areas, and more closely balancing design priority between people walking, bicycling, rolling or driving.
- **Pedestrian safety**, emphasizing the importance of street crossings and vehicular separation between walking and rolling travelers and those in cars or moving freight.
- **Edge permeability**, where the distinction between what is the mixed-use center and what is a residential neighborhood is somewhat blurred, encouraging convenient walking and rolling to, through, and between mixed-use centers.
- **Transit access**, facilitating and encouraging access to STA's BRT or high-capacity network and supporting a more compact mixed-use center development design less reliant on parking.

## Development Eras

One of the key factors that determines opportunities and challenges in different Centers is development era. There are three general categories with some broad similarities in conditions:



- **Pre-war main-street Centers**, like South Perry, Grand Boulevard, or Garland, will likely need help with building retrofits and renovations, infill-friendly regulation (limited or no parking requirements and setbacks), and, where appropriate, parcel consolidation. City support for community events, public art, activation of vacant storefronts, and upgrades to aging infrastructure will be most important to set the stage for community-led revitalization and investment in these traditional Centers and Corridors.
- **Post-war Centers**, like Manito, North Town, Shadle, and Five Mile have aging buildings and infrastructure, and environments hostile to walking, bicycling, and rolling. Some of these places are well-positioned for mixed-use redevelopment in some respects, though land values, construction costs, and expectant rents are still not at the levels necessary to make vertical mixed-use development pencil. The existing mix of CC zoning, design standards, and pedestrian street designations provide a good starting point, but some strategic adjustments (see Regulatory Changes below) can provide enhanced guidance toward economic and community design objectives for these Centers and Corridors.
- **Contemporary Centers**, like Southgate and Indian Trail, are seeing new development with some community design improvements over the post-war Centers noted above. They will likely need help in traffic safety improvements such as crosswalks, signal timing that is friendly to people walking and bicycling, protected bike lanes, shared-use paths, through-block connections, and parking lot design that supports people walking, bicycling, and rolling. These areas also likely need support for green stormwater infrastructure, tree planting, and heat-reflective roofs to combat heat island effects.

Proposed zoning and design guidance, particularly related to land use, building height, connectivity requirements, and walking and rolling facilities will need to be sensitive to these different typologies in the community's existing Centers, allowing some flexibility in the application of the rules to facilitate incremental change or wholesale transformation. The Neighborhood Center and District Center designations may still apply, but zoning – and complementary investment in the public realm – will be key to encouraging the development of a compact, mixed-use form.









## Undesignated Centers and Use Mix in Other Areas

The Plan's existing policy anticipated mixing of uses in the designated Centers and Corridors as well as areas not currently designated, such as Neighborhood Mini-Centers and General Commercial segments along Division Street.

There are areas in the city, such as segments of Division Street, which may qualify as Centers or Corridors due to planned public investments, but which are not included as such. Current zoning in these areas may perpetuate development conditions in conflict with the Centers and Corridors concept.

## Streets and Public Infrastructure

Many centers lack a connected street system, hindering all mobility options including walking, bicycling, rolling, and vehicular movement. This is most prevalent in post-war and contemporary centers. The design of existing streets in these Centers, including heavy, fast-moving traffic, no on-street parking, narrow sidewalk widths, and limited street trees. These factors significantly reduce the attractiveness of sites in these Centers for mixed-use development oriented toward people walking.

Policy guidance now exists to create a more Center and Corridor type of environment, even though its implementation may not always result in the ideal streetscape. Policies TR-2, TR-3, and TR-6 establish connectivity provisions to enhance walking, rolling, and vehicular connections between sites and uses within Centers and Corridors, both in new development and redevelopment contexts. What now is needed is a clear vehicle to link policy direction to implementation.

This may include identifying specific and conceptual connections within Centers and Corridors or providing for maximum block lengths between public streets and between public streets and private through-block connections. This need not be expressed as lines on a map. It can be built into policy and zoning, ensuring project designs and street improvement plans enhance the public realm in ways compatible with mixed-use, compact forms.

## Typology Findings

While the Comprehensive Plan land use typologies are frequently mismatched with the zoning code, with land use map designations that may not align precisely with implementing zones, the fundamental distinction between Center types and Corridors still has value. The framework can be improved, however, by respecting typological distinctions and their essentially different functional expectations or physical characteristics.

### District and Neighborhood Centers

These designations, if mapped differently, work well. They establish a clear concept calling for the integration of mixed uses or the transformation of potential development sites to create a more compact, dynamic, walkable, and transit-oriented space. They differentiate scale and intensity, an appropriate policy distinction to confirm compatibility with surrounding uses and define transportation facility and public service needs. But they should be applied more broadly, encompassing other potentially mixed-use areas. Some areas now with downtown or general commercial zones might qualify for inclusion here.



Figure 8. Examples of typical Centers: left, Southgate; right, South Perry.

## Corridors

The Corridor designation is intuitive. It communicates a linear, mixed-use environment, with storefronts along an arterial street, on-street parking, lower traffic speeds, and easy pedestrian access, all set in a relatively narrow strip of intensity. This designation seems to work well, but it may also need to be applied more broadly, wherever this development type is sought. It implies specific physical components, though, and places designated as Corridors may also rely on significant retrofitting of the public realm and arterial streets to accomplish overall development objectives – a serious policy consideration when selecting areas for Corridor designation. East Sprague, Market Street, and North Monroe are examples of this type of arterial transformation and are consistent with proposed policy and discussion revisions to Policy LU 3.2.



*Figure 9. Monroe, an example of a typical Corridor.*



## Employment Centers

The vagueness and inconsistent application of Employment Centers indicates limited value as a land use designation. There are six of them in Spokane, and a different designation applied to each may serve them just as well and alleviate confusion about what to expect and how to zone them. This report recommends removing Employment Center as a designation, and redesignating each of the existing Employment Centers as outlined below.

### *Redesignation Recommendations for Existing Employment Centers*

- Cannon & Maxwell** – This Employment Center is unique as a small, legacy site close to Spokane’s first-ring suburbs. Its existing light industrial zoning also has a mixed-use overlay. It can be reclassified as a Neighborhood Center, adjusting the boundary to incorporate the Oak and Ash intersection with Maxwell. Removing the Employment Center designation and retaining the LI zoning in the rest of the area accommodates additional remaining development potential. The park and pool across the street serve as a great amenity.
- East Sprague/Sprague & Napa** – Given the industrial land to the north and freeway impacted land to the south, this stretch is functioning more like a Corridor. While there are industrial jobs in the vicinity, the entire landscape north of Sprague is industrial, making this site less distinct as an Employment Center. The designation is also less important now that the Altamont industrial sites are developed. Redesignating this as a Corridor would better match the function of East Sprague and clarify development expectations.
- Holy Family** – Set along the Division Street corridor, this Employment Center designation may be better served as another type of Center evolving as part of the emerging BRT vision. Alternatively, the Center designation can be removed, allowing a Neighborhood or District Center designation to take its place.
- North Foothills and Nevada** – The benefit of having this area designated as a Center of any type is unclear. However, now that the developed form of the district is taking shape, it may make sense to designate it as a Neighborhood Center to reflect recent housing development and retain a



Figure 10. Designated Employment Centers as of June 2024.

portion of the area for industrial and institutional uses.

- **North Nevada** – This area appears to have little potential to emerge as a Center as envisioned in the Comprehensive Plan. Creation of a Center – possibly a District Center – would require close collaboration with the County to encourage a transformation of land use and reconfiguration of the transportation network to be compatible with either industrial or mixed-use center type development.
- **Trent & Hamilton** – This area is a portion of the northern University District, partially served by the new City Line BRT. It is also part of the study area for the South Logan TOD plan, examining how the space may transform as a result of the new BRT line and increasing development pressure associated with the universities and planned housing. It is recommended to transition to a District Center.

### Mini-Centers and Neighborhood Retail

These areas are both currently zoned as Neighborhood Retail (NR) – with 35' height limit and allowing single-purpose residential. Their neighborhood context and mixed-use pattern align with a smaller vision of the Neighborhood Center concept. If the Centers and Corridors approach applies to Mini-Centers and Neighborhood Retail, the Neighborhood Center designation should be scalable to apply to mixed-use development smaller than one acre or single street corner parcels.



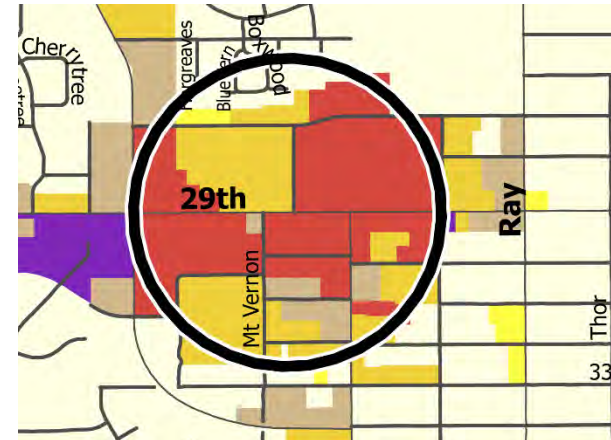
*Figure 11. Wisconsin Burger near the South Perry Center is a good example of neighborhood-scale retail.*

# Policy Recommendations

This study offers findings and policy initiatives for a wide spectrum of “Center” types. The suggested policy responses address land use and, to a lesser degree, transportation facility design. Part of the response is to recognize the indefinite edge of Centers and Corridors and allow some flexibility to apply zoning as appropriate to respond to individual Center or Corridor conditions. In today’s zoning context, the incomplete overlap between the Centers and Corridors land use designation and CC zones creates inevitable mismatches and gaps, as well as confusing terminology.

A potential direction is to retain the Centers and Corridors concept but alter the way it is interpreted in policy and applied through zoning. This chapter discusses policy perspectives and proposes a hierarchy of “Mixed-Use” zones. This approach anticipates that individual districts may warrant different zoning designations depending on development economics, market trends, or City goals for Transit-Oriented Development (TOD). This may also allow for a broader application of Mixed-Use designations, bringing into the framework the downtown, sections of the Division Street corridor currently lacking Center designations, and Neighborhood Retail properties.

The Comprehensive Plan’s land use chapter provides ten land use goals, each with several policies intended to guide City initiatives, investment, and response. The proposed policy language here makes surgical revisions, with additional explanation added as necessary to the “discussion” section. These “discussion” paragraphs often introduce quasi-policy statements of their own, noting specific guiding principles, design strategies, or locational conditions which may inform zoning standards or discretionary review criteria. The “Notes” column offers ways in which the discussion may be reconsidered to express policy change intention or to offer ways in which an unchanged policy can be reinterpreted to be more compatible with the findings of this Centers and Corridors study. In some cases, the “Proposed policy” is unchanged, but the discussion accompanying the policy in the existing plan may warrant a new look.





## Policy Recommendations Table

Proposed policy text changes are shown in the right column with **additions** and ~~deletions~~ shown as such.

Topic	Existing policies	Notes	Proposed policies
<b>Residential density</b>	<p><b>LU 1.4: Higher Intensity Residential Areas</b></p> <p>Direct new higher intensity residential uses to areas in and around Centers and Corridors designated on the Land Use Plan Map and to areas where existing development intensity is already consistent with development of this type</p>	<p>Relies on spatially determined C&amp;C geography and excludes single-family areas from consideration. Also does not define “higher density” to clarify which types or intensities qualify, even in the “discussion” section.</p>	<p><b>LU 1.4: Higher intensity residential areas</b></p> <p>Direct <del>new higher intensity residential uses</del> <b>a variety of housing types</b> to areas in and around Centers and Corridors designated on the Land Use Plan Map and to areas where existing development intensity is already consistent with development of this type.</p>
<b>Offices</b>	<p><b>LU 1.5: Office Uses</b></p> <p>Direct new office uses to Centers and Corridors designated on the Land Use Plan Map</p>	<p>Somewhat of hollow policy, as the C&amp;C zones are no more permissive of office than other commercial zones. We’ve found that in this environment where there’s been an increase in the amount of remote office work, the best approach to encourage office development is to create a vibrant environment where office workers have access to a mix of services and amenities. Secondly, recommendations promote adaptable ground floor designs that Discussion introduces design suggestions to fine-tune office design and incorporate residential.</p>	<p><b>LU 1.5: Office uses</b></p> <p><b>Foster a walking-oriented environment in Centers and Corridors that encourages the integration of offices with retail, dining, service, and residential uses through use permissions, development standards, and design provisions that emphasize pedestrian-oriented development and strategic public investment.</b></p> <p><b>Emphasize adaptable ground floor spaces on key street frontages in Centers and Corridors through tall floor to ceiling heights that can accommodate offices and a wide range of retail and commercial uses.</b></p>

Topic	Existing policies	Notes	Proposed policies
<b>Small retail</b>	<p><b>LU 1.6: Neighborhood Retail Use</b> Direct new neighborhood retail use to Neighborhood Centers designated on the Land Use Plan Map</p>	<p>Cements small neighborhood retail uses of less than two acres in place, permitting no new such development except as infill. Encourages new commercial use to be in C&amp;C spaces. Also, similar to the suggested office policy, emphasizes that in order to successfully encourage neighborhood-scaled retail, it's important to create a good physical and regulatory environment that supports such uses.</p>	<p><b>LU 1.6: Retail in neighborhoods</b> <b>Encourage the integration of retail, dining, and service uses within a neighborhood context, particularly designated Neighborhood Centers, through use permissions, development standards, and design provisions that emphasize pedestrian-oriented development and strategic public investment.</b> <b><u>Place limitations on the intensity of retail commercial uses in neighborhoods to emphasize uses that serve the neighborhood scale.</u></b></p>
<b>Neighborhood retail</b>	<p><b>LU 1.7: Neighborhood Mini-Centers</b> Create a Neighborhood Mini-Center wherever an existing Neighborhood Retail area is larger than two acres</p>	<p>Establishes two- to five-acre commercial development category outside of C&amp;C space, encouraged to integrate residential uses. New mini-centers can be established through neighborhood planning.</p>	<p>No change to policy. An update to the discussion section associated with this policy is recommended, including removing language about establishing new Mini-Center locations through a neighborhood planning process and softening or removing language regarding the separation from other neighborhood-serving businesses by at least one mile.</p>
<b>Small Scale Commercial</b>	<p>N/A</p>	<p>Suggest adding a new policy on this topic that has been generating local and statewide interest lately.</p>	<p><b>LU 1.X: Corner stores and small scale commercial</b> <b>Allow for the establishment of small-scaled retail commercial uses on corner lots that support daily needs in all residential zones.</b> <b>Establish size limitations and use and design provisions that minimize impacts to adjacent residences.</b></p>

Topic	Existing policies	Notes	Proposed policies
<b>Commercial</b>	<p><b>LU 1.8: General commercial uses</b> Direct new General Commercial uses to Centers and Corridors designated on the Land Use Plan Map</p>	<p>There is land in the GC designation not within C&amp;C space. Is this policy hinting at doing away with it? Otherwise, it may invite creating new Corridors to absorb existing GC zoning districts.</p>	<p><b>LU 1.8: General commercial uses</b> <b>Foster an environment that encourages the integration of general commercial uses with residential and mixed-use development through use permissions, development standards, and design provisions. In Centers &amp; Corridors designated on the Land Use Map, establish permissions, standards and provisions for general commercial uses that emphasize strategic public investment and development oriented toward walking, rolling and active transportation.</b></p>
<b>Transformation</b>	<p><b>LU 1.14: Nonconforming uses</b> Avoid the creation of large areas of nonconforming uses at the time of adoption of new development regulations</p>	<p>Transformation might create nonconforming development, but land uses may still be conforming. Does this policy make the distinction? The discussion may warrant amending to clarify.</p>	<p>No change to policy. Update to discussion needed.</p>
<b>Public spaces</b>	<p><b>LU 2.1: Public realm features</b> Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment</p>	<p>The discussion relates this to the architecture and siting of private development and not to the character of highways, roads, and streets and the impact they have on what land uses develop alongside them.</p>	<p>No change</p>

Topic	Existing policies	Notes	Proposed policies
<b>Development strategy</b>	<p><b>LU 3.1: Coordinated and efficient land use</b></p> <p>Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended</p>	<p>This policy seems to lay a foundation for strategic application of incentives to generate desired development.</p>	<p>No change</p>
<b>Designation</b>	<p><b>LU 3.2: Centers and Corridors</b></p> <p>Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused</p>	<p>The policy is brief, with most of the interpretation direction and applicable guidance on standards incorporated in the “discussion.” Not sure how a policy amendment might help clarify, or if changes would only inform how policy is interpreted. This points to a spatial designation and does not help align the Land Use Plan Map circles and ovals to conditions on the ground. The discussion warrants review and revision to capture findings of this analysis.</p>	<p>Combine with LU 3.3 and update discussion(see below).</p> <p><b>LU 3.2: Centers and Corridors</b></p> <p>Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused. <b><u>Designate new Centers or Corridors through the Comprehensive Plan amendment process or other city-approved planning process.</u></b></p>
<b>Designation</b>	<p><b>LU 3.2: Centers and Corridors</b></p> <p>Centers designation discussion.</p>	<p>Discussion section should be updated to provide more flexibility for designation of new centers.</p>	<p>Suggested Centers and Corridors are designated where the potential for Center or Corridor development exists. Final determination is subject to a sub-area planning process <b><u>or other planning or design process, as appropriate to facilitate Center or Corridor development consistent with Comprehensive Plan policy.</u></b></p>

Topic	Existing policies	Notes	Proposed policies
<b>Designation</b>	<b>LU 3.2: Centers and Corridors</b> Neighborhood Center discussion.	Discussion section should be updated to emphasize importance of streetscape and street facing development edges. See District and Neighborhood Centers on page 12.	Buildings in the Neighborhood Center are oriented to the street, <b><u>and street designs are compatible with storefront and residential uses anticipated to locate along street edges, contributing to the quality of the Center experience and serving active transportation needs.</u></b>
<b>Designation</b>	<b>LU 3.2: Centers and Corridors</b> District Center discussion.	Discussion section should be updated to emphasize importance of streetscape and street facing development edges. See District and Neighborhood Centers on page 12.	As with a Neighborhood Center, new buildings are oriented to the street, <b><u>and street designs are compatible with storefront and residential uses anticipated to locate along street edges, contributing to the quality of the Center experience and serving active transportation needs.</u></b>
<b>Designation</b>	<b>LU 3.2: Centers and Corridors</b> Employment Center.	The Employment Centers offer little benefit as a special designation, and their mapping excludes several areas of concentrated employment, like Riverpoint, the South Hill hospital district, and the industrial area near the fairgrounds and rail corridors. It may be time to eliminate the special employment center designation and incorporate those areas into other centers or corridors where they are adjacent or simply use zoning to implement industrial land use designations. See Employment Centers on page 14.	Remove Employment Center designation.



Topic	Existing policies	Notes	Proposed policies
<b>Designation</b>	<p><b>LU 3.3: Designating Centers and Corridors</b></p> <p>Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process</p>	<p>This requires an “approved” subarea planning process for the siting of new Centers and Corridors, something which may be expensive. Consider integrating an option outside of the subarea plan process to establish a new Center or Corridor, provided the area meets specified criteria.</p>	<p>Delete policy and integrate with LU 3.2.</p>
<b>Identification, scale, and location</b>	<p><b>LU 3.4: Planning for Centers and Corridors</b></p> <p>Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed</p>	<p>This policy appears redundant to LU 3.3. Revision can easily incorporate the essence of LU 3.3. Subarea planning is a complex process to require before land use or zoning changes. See Subarea Planning on page 10.</p>	<p><b>Delete policy.</b></p>
<b>Interdependence</b>	<p><b>LU 3.5: Mix of uses in Centers</b></p> <p>Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses</p>	<p>Policy language seems appropriate. Table LU 1 assigns land use mix targets which may need revisiting but may not warrant policy action. Housing site area targets for neighborhood centers seems high. Is the omission of “Corridors” intentional?</p>	<p>No change</p>
<b>Form</b>	<p><b>LU 3.6: Compact residential patterns</b></p> <p>Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines</p>	<p>Policy appears to mandate design guidelines for small-lot or attached housing types, requiring the City to have them in place in advance of development occurring.</p>	<p><b>LU 3.6: Compact residential patterns</b></p> <p>Allow more compact and affordable <b>forms of</b> housing in all neighborhoods, in accordance with design guidelines.</p>
<b>Parking</b>	<p><b>LU 3.8: Shared parking</b></p> <p>Encourage shared parking facilities for business and commercial establishments that have dissimilar peak use periods</p>	<p>Sharing with residential uses may also be appropriate. There may also be opportunities to advocate for having no required parking under certain circumstances.</p>	<p><b>LU 3.8: Shared parking</b></p> <p>Encourage shared parking facilities for <b>residential</b>, business, and commercial establishments.</p>

Topic	Existing policies	Notes	Proposed policies
<b>Streets and land use</b>	<p><b>LU 4.1: Land use and transportation</b></p> <p>Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution</p>	<p>This seems to focus on high-level, capacity-based transportation/land use coordination but does not introduce the character of transportation improvement types to complement the desired types of land use along transportation facility edges.</p>	<p><b>LU 4.1: Land use and transportation</b></p> <p>Coordinate land use and transportation planning <b>and design</b> to result in an efficient pattern of development that supports <del>alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution</del> <b>multiple transportation options, including walking, rolling, accessing transit, or driving.</b></p> <p><b><u>Land use policy and transportation decisions should prioritize walking, rolling, bicycling and public transit, consistent with the Transportation Chapter, balancing the transportation mode emphasis and approach based on land use designation and development mix.</u></b></p>
<b>Land use diversity and compactness</b>	<p><b>4.2: Land uses that support travel options and active transportation</b></p> <p>Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors</p>	<p>This policy encourages land use diversity and compactness, creating a land use context to support alternative modes.</p>	<p>Provide a compatible mix of residential and commercial uses in <del>Neighborhood Centers, District Centers, Employment Centers, and Corridors</del> <b><u>Centers and Corridors.</u></b></p>
<b>Connectivity</b>	<p><b>LU 4.4: Connections</b></p> <p>Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment</p>	<p>This policy argues for safety and convenience of alternative modes. We suggest that it's important to emphasize that the network includes more than just streets.</p>	<p><b>LU 4.4: Connections</b></p> <p>Form a well-connected network <b><u>of streets and through block connections</u></b> which provides safe, direct, and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.</p>

Topic	Existing policies	Notes	Proposed policies
<b>Connectivity</b>	<p><b>LU 4.5: Block length</b></p> <p>Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access</p>	<p>This sounds good, but there aren't currently any implementing standards. It also only references streets, whereas the diverse context of the centers, particularly those platted Mid-Century or later, would benefit from a more dynamic and flexible set of block standards that encourages the integration of private through-block connections. These could include a mixture of private streets, alleys, woonerfs (curbless routes shared by vehicles, walkers, and rollers), and non-vehicular routes.</p>	<p><b>LU 4.5: Block length</b></p> <p><b>Create and apply a dynamic set of maximum block length standards that provides a maximum distance between public streets and a shorter maximum distance between public streets and a through-block connection that create a well-connected street and pathway network that supports all types of travel.</b></p>
<b>Land use diversity and compactness</b>	<p><b>LU 4.6: Transit-supported development</b></p> <p>Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops</p>	<p>The policy is generally consistent with the findings of this analysis, but the discussion appears to require subarea planning to implement special treatment. The discussion may need revision to eliminate the subarea planning requirement.</p>	<p>No change to policy. Update to discussion needed.</p>
<b>Compatibility</b>	<p><b>LU 5.5: Compatible development</b></p> <p>Ensure that infill and redevelopment projects are designed to be compatible with and complement surrounding uses and building types</p>		<p>No change to policy.</p>
<b>Streets</b>	<p><b>TR 2: Transportation Supporting Land Use</b></p> <p>Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.</p>	<p>This policy mentions placemaking, and the discussion references Centers and Corridors and provides support for multi-modal transportation. Proposed updates to Policy LU 4.5 Block Length provide a strategic implementing element.</p>	<p>Policy guidance on transportation issues related to Centers and Corridors is located in the transportation element of the Comprehensive Plan. This leaves a great deal up to interpretation by staff. These transportation policies provide a foundation for modifying the transportation system priorities and facility designs within Centers and</p>

Topic	Existing policies	Notes	Proposed policies
<b>Streets</b>	<p><b>TR 3: Transportation Level of Service (LOS)</b> Set and maintain transportation level of service standards that align desired growth patterns with optimal choices of transportation modes.</p>	<p>This policy accommodates increased traffic congestion in designated Centers and Corridors anticipating lower vehicle speeds, focusing on the movement of people and not just vehicles.</p>	<p>Corridors, but there is little in the existing Land Use Element to suggest ways in which they can be effectively employed or how specific facility designs can be made more compatible with the types of land uses the Centers and Corridors policy encourages.</p>
<b>Streets</b>	<p><b>TR 6: Commercial Center Access</b> Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.</p>	<p>This policy offers flexibility in design to accommodate the unique needs of Centers and Corridors, enhancing the pedestrian realm, encouraging reduced vehicle speeds, and accommodating high-intensity transit service.</p>	

## Recommendations for Land Use Designation Descriptions

The Land Use Element's Section 3.4 (not to be confused with Policy 3.4) includes descriptions of the City's full list of land use designations. For the Centers and Corridor designations, these descriptions replicate the discussion sections for each land use policy. The land use policy discussion sections should better coordinate with the land use designation descriptions to avoid conflicting guidance.

Secondly, this study recommends adding implementing zones for each land use designation, particularly those related to Centers and Corridors, to better sync the proposed zoning provisions with the land use designations.

Thirdly, this study recommends calling out the Centers and Corridors typologies different than the other land use designations, as they are mapped differently (shown as an overlay feature) and function more as a unique overlay feature.

Below are recommended modifications to the Land Use Designation section of the Comprehensive Plan integrating the recommendations above, with **additions** shown in bold and ~~deletions~~ with strikethrough text. Implementing zoning provisions are all new content, as noted below.

### *Neighborhood Center*

The Neighborhood Center contains the most intensive activity area of the neighborhood. In addition to businesses that cater to neighborhood residents, activities such as a daycare center, church, or school may be found in the Center. Size and composition of the Center varies depending upon location, access, neighborhood ~~context~~**character**, ~~local desires~~, and market opportunities. Important elements to be included in the Center are a civic green, square or park, and a transit stop. ~~Buildings fronting on the square or green should be at least two or three stories in height with housing located above ground floor retail and office uses.~~ **Modest building height step-downs are integrated at the edge of mixed-use zones where adjacent to lower intensity residential zones** ~~is stepped-down and scale of housing is lower as distance from the Center increases.~~ The circulation system is designed to facilitate pedestrian access between residential areas and key neighborhood components **and to facilitate land use and development types consistent with the Center's vision.**

Implementing zones include (new text):

- MU-2 for those areas suitable and desirable for a mix of commercial and residential development.
- Residential zones for those areas currently developed with applicable residential uses.
- LI for those areas with legacy light industrial uses that are desirable to retain for employment purposes, but due to their location may in the long term be reconsidered for mixed-use or multifamily redevelopment as development trends change.

### *District Center*

District Centers are similar to Neighborhood Centers except they are larger in scale and contain more intensive residential and commercial activities. Size and composition of the Center vary depending upon location, access, neighborhood ~~context~~ character, local ~~desires~~, and market opportunities. District Centers are usually located at the intersection of principal arterial streets or major transit hubs. To enhance the pedestrian environment, plazas, green space, or a civic green serve as an integral element of the **District Center. Modest building height step-downs are integrated at the edge of mixed-use zones where adjacent to lower intensity residential zones.** Higher density housing is found both within and surrounding the District Center to help support business and transit. A circulation system, which facilitates pedestrian access between residential areas and the District Center, is provided. District Centers and downtown Spokane are linked by frequent transit service, walkways, and bikeways.

Implementing zones include (new text):

- MU-TOD for those areas within walking distance of existing or planned high-capacity transit stations.
- MU-1 for those areas suitable and desirable for a mix of commercial and residential development.
- MU-3 for those areas that function as a transition between low-intensity residential areas and mixed-use areas, which are also designated as Center and Corridor Transition.
- Residential zones for those areas currently developed with applicable residential



uses.

- LI for those areas with legacy light industrial uses that are desirable to retain for employment purposes, but due to their location may be reconsidered in the long term for mixed-use or multifamily redevelopment.

### *(remove designation)*

Discussion: The Employment Center designation is unnecessary, particularly as designated in the Land Use Plan Map. It can be eliminated. Where the existing 150' maximum building height is necessary to retain, apply that height with the MU-1 zone.

~~Employment Centers have the same mix of uses and general character features as Neighborhood and District Centers but also have a strong employment component. The employment component is expected to be largely non-service-related jobs incorporated into the Center or on land immediately adjacent to the Center. Employment Centers vary in size from thirty to fifty square blocks plus associated employment areas.~~

### *Corridor*

The Corridor concept focuses growth along transportation corridors, such as a major transit line. It is intended to allow improved transit service to daily activities. Housing and employment densities are increased along the Corridor to support frequent transit service and business. Usually, Corridors are no more than two blocks in depth along either side of the Corridor. Safe, attractive transit stops, and walking or bicycling ways are provided. A variety of housing types— including apartments, condominiums, townhouses, and houses on smaller lots—are located in close proximity to the Corridor. Important elements include multi-story buildings fronting on wide sidewalks with street trees, attractive landscaping, benches, and frequent transit stops **with roadway design and performance expectations compatible with the Corridor land use concept**. A full range of services are provided including grocery stores serving several neighborhoods, theaters, restaurants, drycleaners, hardware stores, and specialty shops.

Implementing zones include:

- MU-TOD for those areas within walking distance of existing or planned high-capacity transit stations.
- MU-1 for those areas suitable and desirable for a mix of commercial and

residential development.

- MU-3 for those areas that function as a transition between low-intensity residential areas and mixed-use areas, which are also designated as Center and Corridor Transition.
- Residential zones for those areas currently developed with applicable residential uses.
- LI or HI for those areas with legacy industrial uses that are desirable to retain for employment purposes, but due to their location may be reconsidered in the long term for mixed-use or multifamily redevelopment as development patterns and market demands shift.

### Center and Corridor Core

Discussion: Center and Corridor Core functions as the joint mapped designation that applies for all Centers and Corridors typologies. At first glance, it's somewhat confusing to add another term to the Centers and Corridors typology mix, However, it functions reasonably well as a parcel specific designation whereas the Centers and Corridors typologies are mapped in a conceptual overlay manner. No text changes to the existing description are necessary:

This designation allows commercial, office, and residential uses in designated Centers and Corridors. The type, intensity, and scale of uses allowed **and the type, scale, and character of streets** shall be consistent with the designated type of Center or Corridor. This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors.

Implementing zones include:

- MU-TOD for those areas within walking distance of existing or planned high-capacity transit stations.
- MU-1 for those other areas suitable and desirable for a mix of commercial and residential development and are within a designated District Center or Corridor.
- MU-2 for those other areas suitable and desirable for a mix of commercial and residential development and are within a designated Neighborhood Center.

## Center and Corridor Transition

Discussion: There are only a handful of such designations within the City, and they tend to be primarily single-family detached homes, some of which have been converted to businesses. Their location between Center and Corridor Core areas and low-density residential areas leads to the transitional “tag”. While eliminating this designation was considered (absorb applicable properties into the Center and Corridor Core designation), connecting these properties with the proposed MU-3 zone (updated version of the current CC4 zone) is a reasonable solution given the sizeable increase in height to the proposed MU-1 or MU-2 zone. Nevertheless, adding the MU-2 zone as an additional implementing zone is recommended to allow future opportunities to accommodate urban multifamily and mixed-use development within these areas.

These areas are intended to provide a transition of mixed uses (office, small retail, and multi-family residential) between the Center & Corridor Core designations and existing residential areas. Office and retail uses are required to have residential uses on the same site. ~~This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors, Center and Corridor Type 4.~~

Implementing zones include:

- MU-3 for areas characterized by detached low-rise residential development character but located between MU-1 or MU-2 zoned property and a low-density residential designation.
- MU-2 for those sites adjacent to a MU-1 or MU-2 zoned property and both suitable and desirable for development consistent with MU-2 zone provisions.

## Non-Center and Corridor Designations

There are a number of designations that are closely related to the Centers and Corridors designations and proposed implementing Mixed-Use zones. They warrant a close review followed by recommendations in support of the City's Center and Corridors strategy.

Below are a combination of recommendations and considerations that should be tied in with the larger comprehensive plan update:

- Combine and adjust Neighborhood Retail and Neighborhood Mini-Center Designations. These designations are largely identical, and both employ the same NR as the implementing zone. The policies for both restrict new such designations and prohibit the expansion of existing designations but allow for infill development. Similar to Centers and Corridors, policies promote uses oriented toward walking and rolling. At minimum, this study recommends considering the proposed MU-2 zone as an optional implementing zone (in addition to NR), provided the low end of the 55-75-foot height range is used.
- The Office designation and corresponding Office and Office Residential zones should be evaluated during the comprehensive plan update. Most of these designations and zones reside outside of current Center and Corridor boundaries. At minimum, consider approving the proposed MU-2 as implementing zones for Office designated properties, if the Office designation remains.
- The General Commercial designation covers a more extensive set of areas than the Centers and Corridors. These designations are largely located along arterial street corridors such as W Northwest Boulevard, E Sprague Avenue, N Market Street and N Division Street, and within larger commercial districts such as the South University District. The two key implementing zones are the GC and CB zones, which are largely identical, but have varying height limits. Consider the implications of allowing the proposed MU zones to be implementing zoning options for the GC designation to allow more flexibility to promote development that emphasizes the goals and policies of Centers and Corridors in larger areas of the City as desired.

## Mapping Centers and Corridors

Considerable project team discussions during this study revolved around mapping the Centers and Corridors. The Center and Corridor current typologies use large circles for District and Employment Centers (approximately 2,400 feet wide), smaller circles for Neighborhood Centers (approximately 1,600 feet wide), and oblong circles for the Corridors (approximately 800 feet wide). These circles and oblong circles were clearly intended to serve more as a conceptual purpose rather than function as site specific land use designations. But the framework has been a cause of some confusion as to the boundaries and application of Center and Corridor policies and implementing zoning provisions.



Figure 12. Key intersections provide the structural core of every center.

### Recommended Mapping Approach

This study's proposed updates to the Centers and Corridors land use designations, most notably the implementing zoning recommendations, help to solve perhaps the largest shortcoming of the current designation and mapping system. This includes retaining a conceptual overlay approach to the Center and Corridor typologies. This study, however, recommends changing how these typologies are delineated on the map to an intersection-based system rather than simple circles or oblong circles.



Figure 13. Example mapping application at Lincoln Heights District Center, Garland Neighborhood Center, and Holy Family Employment Center.

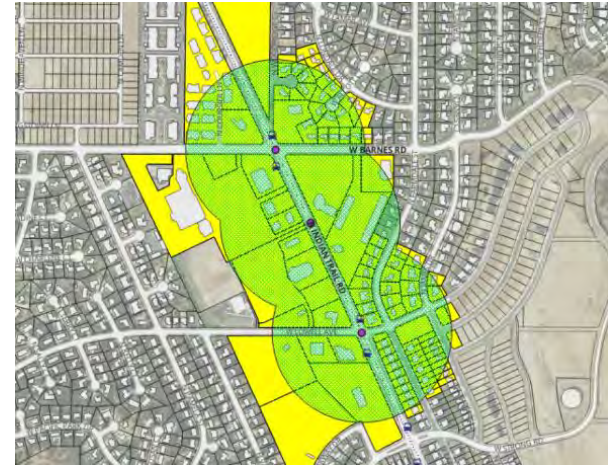
Unlike the existing system, which applies a circular boundary around a single center point, this approach would provide flexibility for the variety in shapes and sizes of



different centers. This approach also emphasizes the fundamental role of that street intersections play in creating centers and corridors, where the interaction of public rights of way and private land creates economic, social, and cultural opportunities. Important intersections are relatively easy to identify for each center based on traffic patterns, land values, existing infrastructure and development patterns.

We recommend drawing a one-eighth-mile conceptual buffer around street and other key intersection points for each Center. One-eighth mile is equivalent to one block length and two block widths in many parts of the city. Parcels that fall within this boundary would be within the applicable Center or Corridor land use designation. This approach recognizes the variability in both size and shape of centers while empowering planners to make reasonable judgments about application of appropriate designations and corresponding implementing zoning.

Any mapping approach will have some drawbacks. In this case, the one-eighth-mile buffer is appropriate and intuitive for parts of the city with a traditional street grid but will be somewhat more challenging to apply in newer centers, such as Indian Trail, with widely spaced intersections. In these cases, this study recommends treating major driveway entrances to shopping centers as key intersections.



*Figure 14. Indian Trail Neighborhood Center, with parcels falling within the one-eighth-mile buffer highlighted.*



## Regulatory Changes: A Policy Lens

Revisions to the policies, policy discussions and land use descriptions described earlier in this section point to a variety of regulatory changes, many of which are described in more detail in the proposed zoning changes.

### Housing Affordability

The City's Building Opportunity for Housing (BOH) project produced a recent set of zoning amendments adjusting lot size, parking, and intensity requirements to facilitate housing construction. This strategy aimed to reduce costs and barriers to new housing production, leading to improved affordability through increased housing supply.

In addition, the City's [Multifamily Tax-Exemption](#) (MFTE) program does provide tax exemptions to new multifamily developments that include units affordable to low and moderate income households. By increasing zoning capacity for multifamily housing through BOH the City expanded the potential use of the MFTE to encourage new affordable units. Similarly, increased zoning capacity in Center and Corridor areas increases the potential of MFTE to bolster affordability in walkable, amenity rich area.

Other possible approaches not yet part of the City's policy discussion could include mandatory inclusionary housing requirements, whereby density and/or other development capacity increases are coupled with a requirement that a percentage of new units meet certain affordability levels.

### Building Height

Increasing building height can offer attractive development incentives, but, once in place, it is difficult to roll back. If the City commits to the Centers and Corridors approach, targeted increases in building height limits can be effective. Revised height thresholds should account for the economics of high-rise construction (elevators, seismic design, and materials), the aesthetics and function of street-level floor-to-ceiling heights (adaptability to retail, residential, or office use), and the aesthetics and functions of rooftops (equipment, access, and stormwater treatment). The City should carefully consider targeting locations where increased building height will strategically contribute to the vitality of mixed-use districts. Increased building heights should be used with restraint, and primarily near the area of highest intensity within these Centers and Corridors.

## Floor Area Ratio

Full commitment to the Centers and Corridors approach may require the adoption of a minimum floor area ratio in the core areas of the Centers and Corridors, particularly in those locations served by BRT. New policy and zoning can underscore the need for more intensity within a quarter mile of these bus stations, requiring minimum bulk and intensity and reducing or eliminating off-street parking requirements. Coupled with maximum height restrictions, minimum FAR requirements can drive the highest levels of intensity in locations served by enhanced transit.

## Surface Commercial Parking

The current Centers and Corridors regulations allow some types of development that may be incompatible with the City's long-term goals for Center and Corridor areas. In some contexts, surface commercial parking may create a void in the urban fabric that acts as a detriment to the success of the area. In other contexts, surface commercial parking may be necessary for the success of nearby businesses. Regulatory tools that address both situations and the ability to apply them where appropriate is important for the success of the strategy.

## Historic Preservation

There are currently few protections against the demolition of historic buildings within the urban fabric of some historic Centers. Placing appropriate controls on demolition of historic structures in Centers and Corridors and standards that support adaptive re-use can help ensure historic structures support the development of a sense of place in centers, linking these areas past and its future.

## Transitions

An important element of the initial Centers and Corridors strategy was to minimize the impacts of increased height on adjoining residential areas. New mixed-use zoning will still need to respect this, but the scale and type of transitions may need to be managed a bit differently. The strict transition requirements have made it difficult to realize Center and Corridor potential, limiting the ability of smaller zone edge parcels to attain the development intensity necessary to support redevelopment. A new policy and zoning framework that changes the way Centers and Corridors are mapped, adjusts implementing zoning provisions, and adjusts the transition's specific height stepback

requirements to achieve an appropriate balance between Center and Corridor development capacity and compatibility.

### Internal Connectivity

In addition to street connectivity, providing good internal connectivity (pedestrian at a minimum, but ideally vehicular too) within the site and between sites (notably when lots are more than 120' deep) can be essential to create a truly pedestrian-friendly and dynamic Center. Design standards can address the frequency and design of such connections, and the design of development frontages facing those connections, to best ensure that those connections are inviting and contribute to the function of a Center.

### Block Frontages

The City's current system of Pedestrian Streets establishes an initial street typology framework based on more than just vehicular capacity. Standards and guidelines for designated Pedestrian Streets and undesignated streets address permitted parking lot locations, the location, orientation, and window transparency of buildings, curb cuts, and streetscape elements. New policy should emphasize refining current provisions for Pedestrian Streets and undesignated streets to enhance the character, function, and economic viability of Centers and Corridors, while accommodating strategic flexibility.

### Design Standards

Design standards tend to be more uniformly successful when they incorporate objective criteria, are implemented consistently, and serve a recognizable purpose. Recent State legislation will essentially require this. By clearly stating the importance of design in the success of a mixed-use center and the need to incorporate connectivity, create a pedestrian-friendly street environment, and establish identity, policy updates can support and guide the City's refinement of its design standards. These standards need not be an impediment to investment and development. Rather, they clarify what is appropriate in mixed-use areas, establish a template within which development can fit, and create a new set of expectations to shape individual projects and reinforce district identity.



*Figure 15. Conceptual rendering of development under updated zoning and design standards.*



# Zoning and Design Standards Recommendations

## Crafting a New Family of “Mixed-Use” Zones for Centers and Corridors

This study recommends replacing the existing Center and Corridor (CC) zones with a family of new “Mixed-Use” zones crafted to implement the proposed policy changes above. There are several reasons to make this change, including:

- A “mix of uses” is the obvious objective for these zones and the term is easy to understand.
- Such mixed-use zones could also apply to areas outside of designated Centers and Corridors, where the use and dimensional provisions match the conditions and aspirations for particular areas. While all of the existing commercial zones allow for residential uses, most of these areas look and function like commercial “zones”. But given the housing supply and affordability challenges faced by the city, the concept of these other zones evolving more into “mixed-use” places over time is an important subject. Simply including the name “mixed-use” in the zone name is a good start in communicating objectives and opportunities.
- The current CC zoning framework includes an awkward relationship between the CC typology land use designations, applicable zones, and development regulations (notably maximum building height). Also, development and local market trends have evolved considerably since the CC zoning provisions were established. This study and the larger comprehensive planning process provides an opportunity to overhaul the system with new zones crafted both to meet policy objectives and work in sync with development and market trends.

This concept starts with creating a base mixed-use zone (MU1) that applies broadly – allowing a wide mix of commercial uses, including modest-scaled light industrial, where all uses are conducted indoors. Regarding auto sales, it could make sense to permit modest scale uses, where most of the use and activity occurs within a building with minimum acreage devoted to outdoor car parking. It is recommended to continue allowing single-purpose residential uses outright.

## Specialization recommendations:

### *Use mix:*

- Develop a TOD-focused zone that emphasizes uses that help activate the pedestrian environment over auto-oriented and land consumptive uses.
- The smaller scale neighborhood-scaled mixed-use areas warrant some extra limitations on use types, including:
  - New retail floor area construction: Allow grocery stores with no more than 60,000 square feet of total floor area. Limit other retail uses to 20,000 square feet in total floor area.
  - Prohibit regional oriented uses that don't promote activity, like storage uses.
  - Prohibit light industrial uses, even those conducted entirely indoors.

### *Pedestrian Street designations:*

- Continue use of the current Pedestrian Street designations and standards but provide adjustments to the standards. Most notably:
  - Rename "Pedestrian Street" to "Storefront Street" to better describe the desired built form and land use.
  - Designating more streets, including adding a mechanism to integrate a minimum amount of storefront proportional to the size of large mixed-use zoned sites in conjunction with redevelopment.
  - Providing some strategic limitations on ground floor uses to ensure that such users contribute to the envisioned pedestrian-oriented character and activity.
  - Adjusting minimum façade transparency standards.
  - Adding strategic weather protection requirements.

### *Scale (Height) of MU zones.*

- Height can likely be handled simply by extensions to the MU zone that emphasize the maximum height. Ideally, there are only five different maximum heights.
  - 150 feet for TOD Mixed-Use Centers: This height allows the market to catch up and allow for unique developments or construction types (including mass timber).
  - 90 feet to allow for seven-story mixed-use buildings or six-story office or research buildings. This assumes an allowance for 20-foot concrete-framed



- ground floor and 10-foot, 6-inch floor-to-floor heights for wood-framed upper floors, with some built-in flexibility. Apply this to all CC zones that included 55-foot limits and were raised up to 70 feet in the interim housing code.
- 75 feet to allow for five-story mixed-use buildings. This allows for 20-foot ground floor and 10-foot, 6-inch upper floors with some extra flexibility. Apply this to all CC zones that included 40-foot limits and were raised up to 55 feet in the interim housing code.
  - 55 feet to allow for four-story mixed-use buildings and up to five-story residential buildings. This height is an important mid-way point between 40 and 75-foot thresholds and provides a good option for increasing the height allowances for those zones currently capped at 35 feet.
  - 40 feet to allow for three-story walkups, live-work units, or mixed-use buildings at a height limit that matches the newly adopted R1 zone. This would apply just to the smallest neighborhood commercial areas that reside in a low-density residential context (surrounded by the R1 zone).
  - Floor area ratio (FAR). Since the Interim Housing Ordinance steered sharply away from the FAR approach, future mixed-use zones should also employ a simplified approach that avoids maximum FAR along with the current incentive-based FAR-bonus systems.

### *Parking*

- The recent Parking Regulations for Housing effectively eliminated off-street parking requirements for housing in all Centers and Corridors. The South Logan Transit-Oriented Development Plan includes policies to remove minimum off-street parking requirements within the study area or within ¼ mile of BRT stations as a general approach. An MU-TOD zone should employ this same approach. Otherwise, the current off-street parking requirements for commercial uses in the CC zones are relatively minimal. Sticking with the current standards (at most) is recommended for the other mixed-use zones.



*Figure 16. Conceptual rendering of development in a MU zone adjacent to lower intensity residential zones.*

## Recommended Mixed-Use Zones

**MU-TOD** – The mixed-use zone that emphasizes transit-oriented development.

Create a mixed-use zone that emphasizes uses that support pedestrian activity over auto-oriented uses and land intensive uses. This applies to mixed-use areas around BRT stations close to Downtown, including South Logan Subarea, where new auto-oriented uses and land intensive uses, such as mini-storage, should be prohibited.

**MU-1** – The “base” mixed-use zone, which accommodates maximum use flexibility.

Create a base mixed-use zone that applies broadly and allows a wide range of commercial uses, including modest-scaled light industrial, where all uses are conducted indoors. Permit modest scale auto sales uses, where most of the use occurs within a building. Permit drive-through uses, except on streets where the block-frontage designation specifically disallows it, and apply strategic spacing requirements to avoid concentration of auto-oriented facilities. Continue to allow single-purpose residential uses outright.

MU1 concept should apply to all District Centers, Corridors and areas formerly designated as Employment Centers.

**MU-2** – The small neighborhood-scaled mixed-use zone

This is intended for existing Neighborhood Centers that warrant some commercial use size limitations. This also should be the destination zone for those areas currently zoned Neighborhood Retail. While that zone does not currently have floor area limitations for commercial uses, the location and purposes of the zone would be consistent with an approach having some limitations.

**MU-3** – The residential mixed-use zone

This study recommends replacing the current CC4 and NMU (which is codified but not mapped) zones with this zone. It allows residential, offices, and small-scale retail sales and service uses (up to 3,000 square feet in stand-alone form, but without a floor area cap when in mixed-use structures that feature residential units).

The detailed use and form recommendations for each of these zones are set forth below.

## Use Provisions

Table 1 below documents the current CC zone use permissions and adds proposed Mixed-Use (MU) zones and corresponding use permissions. The right column adds commentary on the suggested approach and provides some specific conditions.

**Table 1. Current and proposed use permissions.** Table key: P = permitted; L = permitted with limitations; N = not permitted; For footnote letters and numbers, refer to applicable notes in the right column.

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
Residential	P	P	P	P	P	P	P	<p>Continue the approach of maximum flexibility to accommodate single purpose residential uses in these zones. Use the suggested block frontage provisions to limit ground floor residential uses on existing/planned “storefront” blocks.</p> <p>ALSO: Recommend prohibiting “new” detached single-unit residential uses in the MU-TOD zone and perhaps in the MU-1 and 2 zones.</p>
Commercial, financial, retail, services	P <sub>x</sub>	P <sub>x</sub>	L <sub>1</sub>	P	P	P <sub>y</sub>	P <sub>z</sub>	<p>For MU-TOD and MU-1, no area limitations are recommended on such uses. Recommended limitations for the construction of new uses in the MU-2 and MU-3 zones as reflected below.</p> <p><sub>y</sub> Grocery stores are limited to 60,000sf and other uses are limited to 20,000sf.</p> <p><sub>z</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units.</p> <p>Existing CC zone use conditions not proposed for new MU zones:</p> <p><sub>x</sub> Use limited to 40,000sf for designated Neighborhood Centers in the Comprehensive Plan.</p> <p><sub>L1</sub> Residential uses are required to be mixed on the same parcel as proposed office &amp; retail uses. Nonresidential uses are limited to 3,000sf/parcel. In Neighborhood Centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within 60’ of a single-family and two-family residential zone or further than</p>

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
								300' (Neighborhood Center only) from a CC core comprehensive plan designation.
Eating & drinking establishments	P <sub>x</sub>	P <sub>x</sub>	N	P	P	P <sub>x</sub>	P <sub>y</sub>	Remove the 5,000sf limitation in the base Mixed-Use zone, but keep it in the MU2, and reduce to 3,000sf in the MU3. <sub>x</sub> Limited to 5,000sf (in Neighborhood Centers for existing CC zones). <sub>y</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units.
Restaurants without cocktail lounges	P	P	L1	P	P	P	P <sub>x</sub>	<sub>x</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units. Existing CC zone use condition not proposed for new MU zones: <sub>L1</sub> Residential uses are required to be mixed on the same parcel as proposed office & retail uses. Nonresidential uses are limited to 3,000sf/parcel. In Neighborhood Centers, nonresidential uses are only allowed on parcels with frontage on an arterial street.
Professional & medical offices	P	P	L1	P	P	P	P <sub>x</sub>	<sub>x</sub> Uses are limited to 3,000sf in the MU-3 zone, except that larger floor areas are permitted where such uses are integrated into a mixed-use building with residential units. Existing CC zone use condition not proposed for new MU zones: <sub>L1</sub> Residential uses are required to be mixed on the same parcel as proposed office & retail uses. Nonresidential uses are limited to 3,000sf/parcel. In Neighborhood Centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within 60' of a single-family and two-family residential zone or further than 300' (Neighborhood Center only) from a CC core comprehensive plan designation.
Entertainment	P	P	N	P	P	P	N	Retain current approach – with entertainment banned only in the smallest Neighborhood Center areas (MU3)

Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
Limited industrial (if entirely within a building)	P <sub>x</sub>	P <sub>x</sub>	N	P <sub>x</sub>	P <sub>x</sub>	P <sub>x</sub>	N	Retain current approach. x Limited to 20,000gsf.
Drive through businesses	P <sub>x</sub>	P <sub>x</sub>	P <sub>x</sub>	N	P <sub>x,y</sub>	P <sub>x,y</sub>	N	Recommend prohibiting them entirely in TOD areas but continuing current approach elsewhere (except MU-3). x Prohibited on designated storefront/pedestrian streets and TOD overlay areas. y Limited to one drive through lane and cannot be placed within 300 ft of another drive through.
Motor vehicle sales, rental, repair, or washing	N	P	N	N	P <sub>x</sub>	P <sub>x,y</sub>	N	Recommend allowing these in MU1 and MU2 if they are conducted entirely indoors, with some size limitations in the MU2. x Use must be conducted entirely indoors (Outdoor display, storage, or use of industrial equipment, such as tools, equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited). y Limited to 20,000gsf
Gasoline sales	P <sub>x</sub>	P	P <sub>x</sub>	N	P <sub>y</sub>	P <sub>x,y</sub>	N	Suggest an approach similar to drive-through businesses noted above. Retain the current six pump limitation in the MU2. x Limited to six pumps in CC1, MU2 and CC4. y Prohibited on designated storefront streets and TOD overlay areas.
Self-storage	N	P	N	N	P <sub>x</sub>	N	N	Retain the current approach but note prohibitions on storefront streets and TOD overlay areas. x Prohibited on designated storefront streets and TOD overlay areas
Winery and Microbreweries	P	P	N	P	P	P	N	Retain the same approach here. Microbreweries are likely too much for the smallest corner store/cross roads in a Neighborhood Center.
Commercial Parking Lot	P	P	N	P <sub>x</sub>	P <sub>y</sub>	P <sub>y</sub>	N	Recommend renaming to Commercial Parking and differentiate



Key Use	Existing Zoning			Proposed Zoning				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU-1	MU-2	MU-3	
								between surface and structured parking. x Surface commercial parking lots are prohibited. y Surface commercial parking should not cause the total amount of parking on properties within a 500 ft radius to exceed 4 stalls per 1,000 sq ft of commercial floor area.

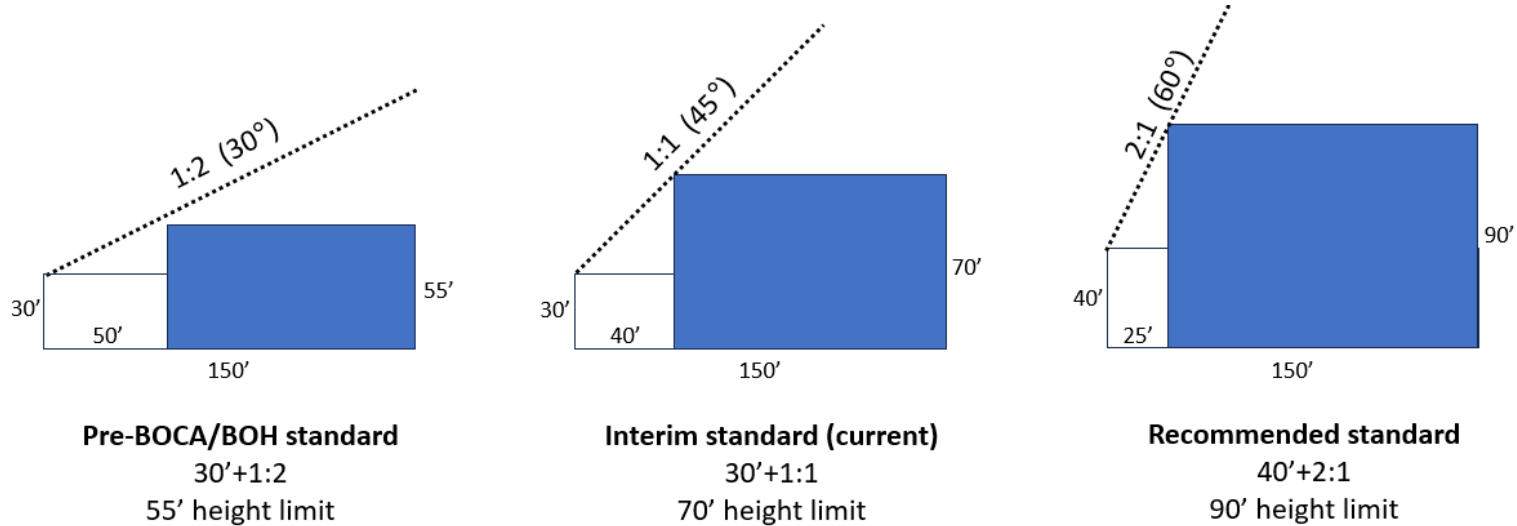
## Dimensional Standards

**Table 2. Current and proposed dimensional standards.** Note: The black underlined standards reflect those of the interim housing regulations.

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
<b>HEIGHT – based on center designation type (feet)</b>								
General				90-150 <sub>x</sub>	75-150 <sub>x</sub>	55-75 <sub>x</sub>	40	X Zone provides for variable height limits within the range as specified on the Zoning Map. This includes: <ul style="list-style-type: none"> <li>• 150' for those areas currently designated as Employment Centers and other current zones that allow 150'.</li> <li>• 90' for those areas currently designated as District Centers.</li> <li>• 75' for those areas currently designated as Neighborhood Centers.</li> <li>• 55' for those areas currently designated as Neighborhood Retail, Neighborhood Mini-Center, and Office. _____</li> </ul>
Neighborhood Center	40 <u>55</u>	40 <u>55</u>	40 <u>55</u>	These designations would no longer impact MU zone height standards				
District Center	55 <u>70</u>	55 <u>70</u>	40 <u>55</u>					
Employment Center	150	150	70					

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
Building Height Transition Requirement	For all development within 150' of any single-family or two-family residential zone, height limit starts at 30' at the residential zone boundary and additional building height is added at a ratio of 1' vertical to 2' horizontal. <u>The interim housing ordinance revised the ratio of 1:1.</u>			For development on properties adjacent to lower intensity residential zones, height limit starts at 40' at the residential zone boundary and additional building height is added at a ratio of 2:1.				Recommend adjusting the standard to start at 40" and then go up at the 2:1 ratio.

Comparing Height Transition Requirements



FLOOR AREA RATIO (FAR)								
Minimum FAR	None 1.0 <sub>x</sub>	None 1.0 <sub>x</sub>	None 0.5 <sub>x</sub>	1.0 <sub>y</sub>	None	None	None	Retain the 1.0 minimum FAR only in the MU-TOD zone and apply to all development types except civic/public

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
								<p>uses. Suggest exempting small lot development from this standard.</p> <p>x Applies only to development where a minimum of 50% of the floor area is residential.</p> <p>y Development on lots under 20,000sf are exempt</p>
Maximum basic allowable FAR by use								
Non-residential	0.5	0.2	x None	None	None	None	None	<p>Avoid FAR limitations, similar to most recent zoning ordinance changes.</p> <p>x In the CC4 zone the FAR for all nonresidential uses may not be greater than the FAR for the residential uses located on the same parcel. Nonresidential uses are limited to a maximum of three thousand square feet per parcel.</p> <p>y Applies only to development where a minimum of 50% of the floor area is residential.</p>
Residential	1.0 <u>None</u>	0.5 <u>None</u>	1.0 <u>None</u>	None	None	None	None	
Combined	1.5 <u>None</u> y	0.7 <u>None</u> y	1.0 <u>None</u> y	None	None	None	None	
Maximum FAR by use with public amenities								
Non-residential	1.0	0.8	None	None	None	None	None	
Residential	2.0 <u>None</u>	1.5 <u>None</u>	1.5 <u>None</u>	None	None	None	None	
Combined	3.0 <u>None</u> y	2.3 <u>None</u> y	1.5 <u>None</u> y	None	None	None	None	
<b>SETBACKS (minimum feet)</b>								
Street lot line	0	0	x	0y	0y	0y	0y	<p>Suggest pointing to proposed block frontage standards, which emphasize that the form (possibly the use too) dictates the minimum setback.</p> <p>x When abutting RSF and RTF zoned lots, the minimum structure setback from street lot line is the same as the abutting residential zoning district for the first 60 ft. from the boundary of the abutting residential</p>

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
								zoning district. γ Buildings are subject to block frontage standards as set forth in Table 5.
Setbacks from Curb/Sidewalk Width	12	12	12	12 <sub>γ</sub>	12 <sub>γ</sub>	12 <sub>γ</sub>	12	Continue current standard until more specific streetscape standards can be developed. The footnote allows for limited cantilevering out to or close to the ROW edge. γ The upper floors may cantilever out to the ROW edge, up to a maximum of 4'.
R1 and R2 zoned lots (adjacent to)	10	10	10	5	5	5	5	Use a basic 5', as the building height transition requirement addresses the biggest compatibility component between these two zones.
Interior lot line	0	0	0	0	0	0	5	For MU-3, the setback should be consistent to the permanent changes associated with the interim housing ordinance (it's currently 5').
CC, O, NR or similar zones	0'	0'	0'					
Front lot line	10'	10'	10'					Correct this. It should be same as street lot line.
<b>LANDSCAPING (minimum width in feet)</b>								
Street trees and planting strips	5' between curb and sidewalk in all CC zones with 25-30' spacing depending on form						Good base standard.	
Adjacent to a street	5' of L2 planting						Doesn't apply for zero setback buildings	
Interior property lines	5' of planting strip						Doesn't apply for zero setback buildings or where parking is adjacent to another parking lot; Doesn't specify what type of landscaping; Recommend allowing options for shared open space, pathways, access drives, or parking facilities along property line.	
Interior property lines adjacent to	8' of L1 planting strip, except 8' of L2 planting strip for RHD zone						Code allows director discretion to waive or reduce this and the above requirement based on: No useable space for landscaping exists between the proposed new	

Standard	Existing Zones			Proposed Zones				Current & Recommended Use Provisions and Conditions
	CC1	CC2	CC4	MU-TOD	MU1	MU2	MU3	
residentially zoned property								<p>structure and existing structures on adjoining lots or alleys because of inadequate sunlight or inadequate width. Three other options exist, but this is the most notable.</p> <p>This study agrees that some flexibility here is important, but the current factors (criteria) used by the director to make those decisions have room for improvement. For example, the 8' planter strip requirement typically equates to a minimum 8' building setback, but that doesn't appear to be the case here based on one of the factors. Also, xeriscape landscaping may be desirable, but it appears that it could be provided elsewhere on the site.</p> <p>Consider modifying the criteria to consider onsite topography, building heights, setbacks and disposition, fence design, and landscaping characteristics.</p>

## Parking Standards

**Table 3: Parking Standards and Comments.** Note: The underlined text indicates 2023 Building Opportunity for Housing interim housing regulations and proposed regulations. ~~Strikethrough~~ text indicates expired elements of 2022 Building Opportunity and Choices for All interim standards.

Standard		Existing Zones				Proposed Zones MU-TOC, MU-1, MU-2, MU-3	Comments
		CC1	CC2	CC3	CC4		
Minimum Parking: Residential	All	<u>1 per 1,000 gross sq. ft. or 1 per dwelling unit plus one per bedroom after 3 bedrooms</u>		<u>1 per 1,000 gross sq. ft. or 1 per dwelling unit, whichever is less</u>		None	Preferred direction is no required parking for MU zones. This will support adaptive re-use and rehabilitation of existing structures, new business formation, and property development.
	0-30 units	<del>None</del>					
	31-40 units	<u>0.2 per unit</u>					
	41-50 units	<u>0.25 per unit</u>					
	51+ units	<u>0.31 per unit</u>					
Minimum Parking: Non-residential		<u>1 per 1,000 gross sq. ft.</u>		<u>1 per 1,000 gross sq. ft. 2 per 1,000 gross sq. ft.</u>			
Maximum parking: all uses		<u>4 per 1,000 gross sq. ft</u>				4 per 1,000 gross sq. ft	This matches the parking maximum policy in the draft SLTOD plan.



## Block Size and Connectivity Standards

This study recommends applying reduced block size and enhanced connectivity standards for large lot development (including redevelopment). The proposed concept is dynamic in form, allowing some flexibility for traditional blocks bound by public streets, provided blocks are divided by through-block connections. This idea is important for improving connectivity and repurposing former large commercial areas such as shopping malls that may need improved connectivity. This may be easier to achieve when there is aggregated ownership, but the City should look for tools, such as master plans or development agreements, that can allow for improved block size and connectivity standards. Such through-block connections may be a combination of vehicular and pedestrian routes that are privately owned and maintained within a public access easement. For context, here are some typical block sizes for selected Centers:

- Cannon and Maxwell: 330 feet by 280 feet.
- Garland 612 feet by 280 feet (longest block)
- Shadle: 680 feet by 280 feet (blocks on north side of Wellesley Avenue). Note that the Shadle Shopping Center property is more than 1,500 feet long.
- Holy Family: 615 feet by 280 feet (blocks surrounding the hospital)
- Manito: 514 feet by 260 feet (probably the most average sized lot, as the lot sizes in the area are quite variable).
- Lincoln Heights: 600 feet by 280 feet.
- South Perry: 630 feet by 280 feet.

Downtown Spokane blocks, however, are typically around 300 feet long. The 200-300-foot range in blocks is ideal for creating a connected pedestrian environment that helps to reduce the distance between destinations.

Those Centers and Corridors that were developed prior to World War II already have smaller block sizes along with a small lot development pattern. Those Centers and Corridors that could benefit from reduced block size and enhanced connectivity standards are those that were developed after World War II. Most of these include superblock shopping center sites with 600-1,500 long blocks that are often just as wide.

Urban forms of development that feature reduced or structured forms of parking equate to much smaller block sizes in the 200-300-foot range. While breaking up such superblock



*Figure 17. The Lincoln Nevada Neighborhood Center site (vacant property upper center in image) is poorly connected to adjacent residential uses due to the inward facing design of each residential development. The intent of providing stronger connectivity standards is to prevent disconnected development patterns like this, particularly in Centers and Corridors.*

sites with public streets at such intervals is one attractive option, integrating options for larger blocks, provided they integrate through-block connections, accommodates much needed flexibility.

**Proposal: Maximum block length standards.**

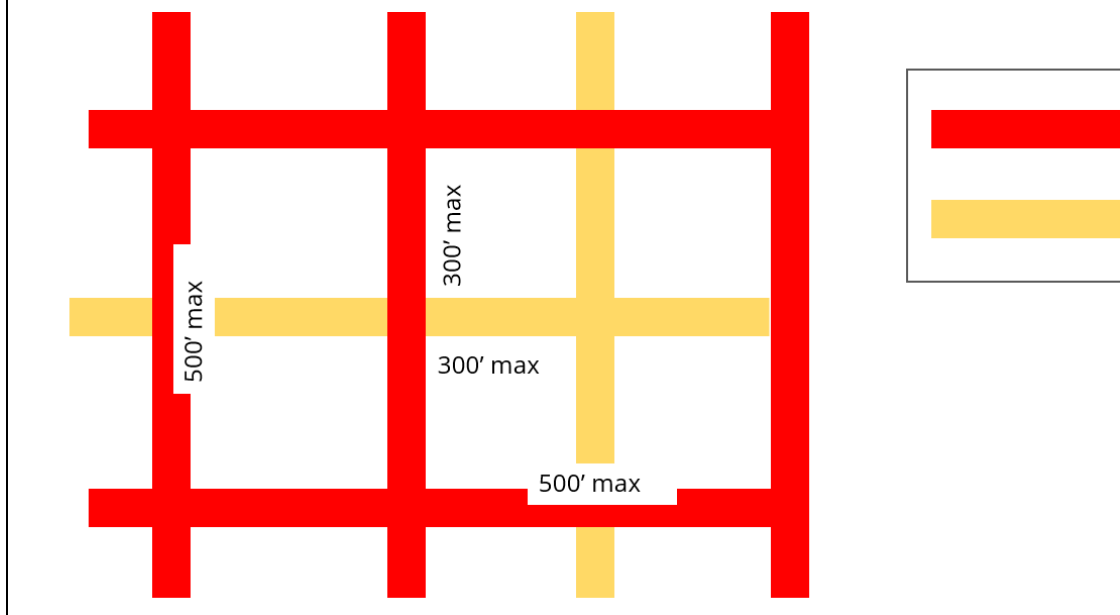
These standards would apply to new large-lot development (sites with blocks more than 300 feet long) or major redevelopment activity on such sites.

**Table 4: Maximum block length standards.**

Zone	Maximum block face length		Maximum block (bound by public streets) perimeter length
	Between public streets and TBC's or between TBC's	Between public streets	
Any MU zone	300'	500'	2,000'



Example street/through-block connection network in the MU zone



The concept would require some exceptions to account for topography or other physical constraints (such as a large school or park on adjacent sites or an active railroad line).

Wider blocks between streets and through-block connections might better match the surrounding context or line up better with current arterial traffic signals. Furthermore, some flexibility might be granted for special permitted uses that require larger block sites or integrate special community amenities.

**Proposal: Through-block connection standards.**

Through-block connections may include private streets, shared pedestrian and vehicular access routes, and other walking and rolling routes. Such connections are encouraged to be integrated into the design of developments to comply with the proposed maximum block size standards and enhance pedestrian circulation in the area, while also providing an option for vehicular access to on-site parking, functioning as a design amenity to new development, and breaking up the massing of buildings on long blocks. Specific regulation suggestions for through-block connections:

- A. Public access easement. Where a through-block connection is necessary to meet the maximum block size standards, such connections shall be provided within a public access easement.
- B. Alignment. Specific alignments for the through-block connections will be developed during the development review process for applicable sites.
- C. Accessibility. Through-block connections must be physically accessible to the public at all times and built to meet all ADA standards, in terms of materials, slope, widths. And other related standards. Connections may take a variety of forms, depending on the block size and use mix.
- D. Alternative designs. Adjustments to the through-block connection regulations may be approved by the City provided the design:
  - 1. Creates a safe and welcoming pedestrian-route.
  - 2. Provides an effective transition between the shared lane or path and adjacent uses (e.g., enhances privacy to any adjacent ground-level residential units).
  - 3. Functions as a design amenity to the development.
- E. Cantilever design. Buildings may project or cantilever into minimum required easement areas on building levels above the connection for up to a maximum of 100



*Figure 19. A through-block connection featuring a cantilevered building extending over a portion of the connection.*

feet in length, provided a 13-foot, six-inch vertical clearance is maintained, and all other regulations are met.

- F. Through-block connection types. Unless otherwise noted, required through-block connections may take any of the following forms set forth herein. A combination of designs set forth above may be used for each connection.
  - 1. Private street.
    - a. Applicability: The private street option may apply to any through-block connection.
    - b. Design: Private streets shall meet City's Public Works Standards.
  - 2. Alley design.
    - a. Applicability: The traditional alley design option may apply to any through-block connection.
    - b. Design: Alleys shall meet City's Public Works Standards.
  - 3. Shared-Street or "Woonerf" design.
    - a. Applicability: The "woonerf" – or shared multi-modal lane, mixing people walking, bicycling, and rolling with vehicles as guests - may apply to any through-block connection.
    - b. 32-foot minimum public access easement.
    - c. 20-foot-wide two-way shared travel lane.
    - d. Landscape planters with a mixture of trees, shrubs, and ground cover must be integrated on at least one side of the shared-lane.
    - e. Apply those same proposed ground level/façade block frontage standards above that apply to undesignated streets.
  - 4. Landscaped passageway design.
    - a. Applicability: Optional design when vehicular access to the site is provided elsewhere on the site.
    - b. 30-foot minimum public access easement.
    - c. Eight-foot minimum walking path in commercial, multifamily, and civic contexts and five feet minimum in single unit and duplex subdivisions.
    - d. Six-foot minimum landscaping strips (with a mixture of trees, shrubs, and ground cover) on each side of the walking path.
    - e. Apply those same proposed ground level/façade block frontage standards above that apply to undesignated streets.

- f. Apply lighting standards to support visibility in the narrower passageways.
5. Urban passage design.
- a. Applicability: Optional design for commercial or mixed-use areas when vehicular access to the site is provided elsewhere on the site and active ground level uses are provided along frontages.
  - b. Twelve-foot minimum public access easement.
  - c. Apply those same proposed ground level/façade block frontage standards above that apply to undesignated streets.



## Block Frontage Standards Recommendations

Table 5 below illustrates suggested changes to the current standards that apply to Pedestrian designated streets plus changes that apply to other non-designated streets.

**Table 5: Suggested changes to Pedestrian Streets and undesignated street standards.** Additions are underlined and deletions are ~~struck~~.

Topic	Standard	Comments and Recommendations
<b>PEDESTRIAN STREETS (SUGGEST CHANGING THE NAME TO "STOREFRONT STREETS")</b>		
<u>Application of new Pedestrian Street designations</u>	Legislative process (similar to a code or map amendment).	Consider designating new streets as part of the Comprehensive Plan update process or through future subarea planning efforts.  Recommend applying a minimum length of designated Pedestrian Street on MU-zoned sites in conjunction with large site redevelopment (over 2 acres). The minimum length of onsite Pedestrian Street designation must be equivalent to 33% of the lot's arterial street frontage. The designation may be located anywhere on the site, provided it's within 1/8 mile of a transit stop.
<u>Permitted ground level uses fronting a Pedestrian Street</u>	<u>All ground level uses allowed in the applicable zone, except:</u> <ul style="list-style-type: none"> <li><u>Motor vehicle sales, rental, repair, or washing, gasoline sales, and self-storage</u></li> </ul> <u>For residential uses, only lobbies and common areas are permitted</u>	Considering that Pedestrian Streets should be carefully selected, there should be a prohibition on uses that are not helpful in terms of streetscape activation. Ground level dwelling units built up to the sidewalk edge are more often harmful to the streetscape due to the permanently closed blinds look. Such units are typically the least livable units in a building due to privacy challenges and lack of solar access as a result of the closed blinds. Allow apartment building lobbies, common areas and other shared amenities to provide a good compromise option that's worked reasonably well elsewhere.
Building entrances	The primary entrance to the building shall be visible from and fronting on a Pedestrian Street.	Yes, clear enough.
Maximum setback	Along Pedestrian Streets, buildings shall be placed at the back of the required sidewalk (see Setbacks section of Land Use Code for <u>Mixed-Use zones Centers and Corridors</u> ) or adjacent to a <u>pedestrian oriented space (term to be defined, functions like a plaza) that fronts onto the street, except for a setback up to 10 ft. for the purpose of providing a publicly accessible "plaza," "courtyard," or recessed entrance.</u>	Remove limits on width of a plaza space. Use the term Pedestrian-Oriented Space and define it.



Topic	Standard	Comments and Recommendations
Façade transparency	<p><u>A minimum of 60% of the ground floor transparency zone (area between 2-10 vertical feet above the sidewalk level) shall be comprised of windows with clear, “vision” glass allowing views into the interior. Display windows may be used to meet half of this requirement provided they are at least 16” deep and not simply attached to the façade.</u></p>	<p>This draws from some of the transparency standards for buildings along arterial streets in Centers and Corridor zones (not specifically called out for Pedestrian Streets) but makes adjustments to clarify the transparency zones and adds a protection for display windows.</p>
<u>Weather protection</u>	<p><u>Required weather protection may be accommodated in two ways:</u></p> <ul style="list-style-type: none"> <li>• <u>At least 3’ deep along at least 50% of the building’s façade; and/or</u></li> <li>• <u>Recessed building entrances featuring weather protection at least 3’ deep along the width of the building entrance.</u></li> </ul>	<p>Most pre-war storefront buildings use the second option, but it makes sense to offer both and stick to the same width. 6’ wide canopies are desirable for larger buildings (in terms of proportion) and allow a couple to walk underneath out of the rain. But given the historic pattern in Spokane and the more limited rainfall, the 3’ standard is appropriate for designated Storefront Streets.</p>
Ground level details	<p><del>Façades of commercial, residential, and mixed-use buildings that face Pedestrian Streets</del> shall be designed to be pedestrian- friendly through the inclusion of at least three of the following elements:</p>	<p>While there might be consideration of requiring such details on more than just storefront buildings, including a prescriptive list, and requiring three options is a reasonable approach. Since the above proposal addresses ground level uses, there’s no need to clarify uses here.</p>
Parking lot location	<p>Parking lots shall not be located between a building and a Pedestrian Street.</p>	<p>This concept allows parking to be located along the street frontage provided it’s to the side of a building. Simply prohibiting any surface or structured parking adjacent to a Pedestrian Street is ideal, but given the large range of contexts, it makes sense to stick with the current approach. Also, the curb cut prohibition below makes it quite difficult to place any parking lots adjacent to a Pedestrian Street.</p>
Curb cuts	<p>Curb cuts shall not be located along a designated Pedestrian Street.</p>	<p>No changes suggested.</p>
Streetscape elements	<p>Publicly-usable site furnishings such as benches, tables, bike racks and other pedestrian amenities shall be provided at building entrances, plazas, open spaces, and/or other pedestrian areas for all buildings larger than 10,000 sf. Buildings less than this size are encouraged to include such amenities. Specific types of site furnishings shall be approved by the City</p>	<p>The threshold makes sense for requiring some integrated amenities, but the situation likely requires a more clear and measurable standard/options.</p>

Topic	Standard	Comments and Recommendations
Pedestrian-oriented sign	Signs shall be oriented to pedestrians, rather than people in vehicles.	This should be updated to be much more specific and measurable.
Sign integration with architecture	The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with a future recommended overall sign program that allows for advertising which fits with the architectural character, proportions, and details of the development. When developed, a future sign program shall indicate location, size, and general design.	The concept is good. Further collaboration with design review staff is warranted to determine whether this language is working well or needs adjustments.
<del>Creative graphic sign design</del>	<del>Various "guidelines" encouraging signs highly graphic in form, expressive, and individualized.</del>	Good, except such encouraged components may no longer be appropriate in objective standards integrated into SMC.
<del>Unique landmark signs</del>	<del>New landmark signs should correspond to the location, setting and type of businesses, and shall be approved by the Planning Director.</del>	Good – but very challenging language if we’re trying to be objective. Perhaps this can be addressed in approach to design departures/alternative compliance provisions.
Ground signs	<del>Pole signs shall be prohibited. All freestanding signs shall be prohibited. Ground signs no higher than 5 feet total. The base of any ground sign shall be planted with shrubs and seasonal flowers.</del>	With buildings built up to the sidewalk edge, it’s best to simply locate signage on the buildings in these contexts.
<b>OTHER STREETS (UNDESIGNATED)</b>		
Buildings along street	New development shall not have parking between buildings and the street and at least 30% of the frontage of the site shall consist of building facades.	Retaining the current block frontage approach for undesignated streets is the first recommendation. It provides plenty of flexibility while ensuring that some buildings are located close to the street. One other component of the current approach that works is that the building standards increase as buildings get closer to the street. See related suggestions and comments on that issue below.  Two alternative approaches were considered but not chosen:  1) Eliminate this standard to simplify the code and provide more flexibility. This would only work if the City was very aggressive in designating Pedestrian Streets. But ultimately it provides too much flexibility in design (by allowing more parking along street fronts).  2) Create a more dynamic system of block frontages with three or more designations (one for Storefronts, one for flexible design, and something in between). The challenge for Spokane

Topic	Standard	Comments and Recommendations
		is that it requires mapping all applicable streets in the Centers and Corridors with one of the three or more designations. That complexity likely renders that option untenable.
Buildings along intersection corners	Buildings shall hold the street corner, although setbacks that accommodate plazas, seating areas, landscaping, clear view triangles (for traffic safety) and prominent entrances are acceptable.	Keep this – at least in concept. Other standards cover the details.
Façade transparency	For commercial or mixed-use building facades <del>visible and within 1020 feet of a an arterial or pedestrian-street (front property line)</del> , a minimum of 50% of the ground floor <u>transparency zone (area between 2-10 vertical feet above the sidewalk level)</u> shall be comprised of windows with clear, “vision” glass allowing views into the interior. <del>Display windows may be used to meet half of this requirement.</del>	Apply the 50% standard just to buildings within 10’ of the street. The transparency zone details will assist in measuring. Delete the display windows for anything other than storefronts directly adjacent to sidewalks.
	For commercial or mixed-use building facades visible and located within 60 feet of <del>a street an arterial or pedestrian street</del> , a minimum of 30% of the ground floor <u>transparency zone (area between 2-10 vertical feet above the sidewalk level)</u> shall be comprised of windows with clear, “vision” glass allowing views into the interior. <del>Display windows may be used to meet half of this requirement.</del>	Keep this standard intact, with some similar adjustments as made above.
	For other commercial or mixed-use buildings and all residential buildings, a minimum of 15% of any ground floor façade that is visible from and fronting on any abutting street shall be comprised of windows with clear, “vision” glass allowing views into the interior.	Agree with the 15% rule for “other” building facades.
	<u>For residential uses, a minimum of 15% of the entire building façade* that is visible from and fronting on any abutting street shall be comprised of windows.</u>	Need a standard for the entire residential façade – similar to what will be required in residential zones under the interim housing ordinance.
<u>Building entrances</u>	<u>For building facades located within 60 feet of a street, the primary entrance to the building shall face the street or be within 45-degree angle of a</u>	This wasn’t addressed for non-designated streets.

Topic	Standard	Comments and Recommendations
	<u>street frontage.</u>	
<u>Weather protection</u>	<u>Weather protection at least 3' deep is required over all business, public, and private residential building entries.</u>	A simple but necessary standard for livability and building integrity.
Curb cut limitations	A curb cut for a nonresidential use should not exceed 30 feet for combined entry/exits. Driveway width where the sidewalk crosses the driveway should not exceed 24 feet in width.	No changes here unless design review and engineering have experienced problems with these standards.
Drive-through lanes	Any lanes serving drive-through businesses shall not be located between the building and any adjacent street.	Keep



Figure 20. Concept rendering of redevelopment featuring “storefront street” (left) and “other streets” (right) block frontage treatments.

## Other Updated Design Standards Concept

In addition to the block size and connectivity and block frontage standards noted above, below are recommended updates to the existing Centers and Corridors Design Standards and Guidelines:

- Updated standards should be codified and integrated within the Spokane Municipal Code, rather than the current freestanding, adopted-by-reference form. By moving these standards into the code, they can be more integrated with other zoning provisions and easier to access.
- Pursuant to Washington House Bill 1293 involving design review, the existing design “standards and guidelines” should be updated to only include clear and objective development regulations. This means that the provisions should emphasize prescriptive and measurable standards over vague guidelines that are more challenging to interpret.
- Retain but modify options for alternative compliance. Design provisions in the code and in the Centers and Corridors Design Standards and Guidelines include a complex web of provisions that allow flexibility in how designs comply with guidelines. While HB 1293 effectively bans the use of guidelines, it does not specifically prohibit options for alternative compliance designs for clear and objective standards. Thus, when updating current provisions to such clear and objective standards, options to allow for alternative designs should be strategically integrated, provided they meet the defined purpose for particular standards and any special compliance alternative criteria associated with a particular standard. This approach integrates some much-needed flexibility to objective design standards.
- While all sections warrant a full review and update, these sections need special attention:
  - Service element siting and design warrants a comprehensive update given evolving best practices, particularly for urban development forms that feature structured parking.
  - The section Transition between Commercial and Residential Development should be eliminated, as these current provisions don’t qualify as objective design standards. However, the separate building height transition requirement between higher intensity Mixed-Use zones and lower intensity

residential zones should be retained but refined as provided for in the Interim Housing Ordinance.

- Materials section also warrants a full update given evolving construction practices.
- Massing section also warrants a full update given evolving construction practices. Integrate standards that allow choices in how designers can further articulate the building massing and architectural expression as a means to provide for secondary scales and patterns that are smaller than the entire façade.
- Seek ways to provide standards for encouraging integration of public art, universal design and greenery, such as climbing trellises, to meet design element requirements.



# Market Analysis & Development Feasibility Report

**Date** December 2023  
**To** City of Spokane, MAKERS architecture and urban design, and SCJ Alliance  
**From** Brian Vanneman and David Fiske, Leland Consulting Group

## Introduction

The City of Spokane has engaged a consultant team to undertake an analysis of Spokane’s Centers & Corridors, which are a focused growth land use policy and zoning approach in the City of Spokane. The consultant team is led by MAKERS architecture and urban design and includes Leland Consulting Group (LCG) and SCJ Alliance. In the interest of brevity, the term “Centers” is used in this report in most cases to refer to both Centers and Corridors.

This market analysis is one component of the [Spokane Centers & Corridors Update Study](#). The purpose of this market analysis is to document:

- Conditions that are likely to affect development in Spokane’s Centers.
- The history of development in Spokane’s Centers, in order to provide a baseline for understanding likely outcomes in the future.
- The types of development that are called for by City policies (e.g., higher-density, compact, mixed-use development) and likely to be feasible in Centers in the future.
- Which Centers are most likely to be able to meet the City’s development goals.
- Some of the that the City could take in order to encourage additional compact, higher-density, mixed-use development in the future.

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## Executive Summary

- The goals in the City’s existing Comprehensive Plan provide a context against which past and future development in Centers can be assessed. The goals call for development in Centers that is higher density; efficient, cost-effective, and compact; mixed-use (i.e., including residential, office/employment, retail, and other uses); and pedestrian-oriented, among other goals.
- Nationwide, industrial, multifamily, and single-family development are expected to be the development types that developers see as most feasible to build, followed by hotels. The development prospects for office and retail development are poor in most cases. In the next few years, however, high interest rates are likely to limit development of all types.
- The amount of development in Centers is in part determined by the amount of development regionwide and citywide. Spokane has desirable attributes—as a midsize, growing, western, and comparatively affordable metro area—but it also has a less robust economy and growth outlook compared to some other western metros.
- Most development in Centers is built within a series of prototypes. A key input that influences developers’ decision about what to build is driven is the amount of the amount of rent they can earn for residential or commercial space. The prototypes that are most likely to be built going forward in Centers are 1) commercial renovation/adaptive reuse; 2) wood frame or garden apartments; and 3) mid-rise, mixed-use, or podium apartment development. Types 1 and 2 have been feasible in Centers and will continue to be feasible under certain conditions. Mid-rise projects have been feasible in and near downtown Spokane, but rents in Centers do not yet support mid-rise development.
- Despite current challenges (e.g. high interest rates and construction costs) LCG anticipates that over the medium and long term, demand for development in Spokane’s most desirable and walkable Centers will return.
- Most development completed during the past two decades in Spokane has not been in Centers. Of the 29.5 million square feet of commercial and multifamily space built during this time, 14% has taken place in Centers and Corridors, while Centers and Corridors occupy about 4.6% of the city’s land. While the amount of development in Centers appears to be less than what was envisioned in the Comprehensive Plan, LCG is not aware of specific targets for the amount of higher density or mixed-use development that are expected.
- Consistent with national trends, most development (59% of building area) built in Spokane’s Centers over the past two decades has been multifamily housing. While the amount of office and retail development in Centers has been decreasing since the early 2000s, the amount of multifamily has been stable or increasing since 2010.
- The Centers that have seen the most development are those on the edges of the city, where vacant land has been more plentiful and less expensive. Examples include 57<sup>th</sup> & Regal, Indian Trail, and Southgate.
- Centers can be categorized by the era when most of the development within them occurred: historic (such as Monroe and South Perry), mid-century (such as Manito and Lincoln Heights), and recent (such as 57<sup>th</sup> & Regal and Indian Trail). In most historic and many mid-century Centers, relatively little new, ground-up development has occurred.
- The supply (availability) and cost of land is a critical determinant of whether development happens and can have little to do with the amount of demand (whether or not the location is desirable to residents and tenants). Over the past two decades, there has been much more low-cost land (e.g., valued at less than \$20 per square foot) in recent-era centers than historic or mid-century Centers, and this continues to be the case. For example, there is more than 60 acres of land valued at less than \$20 per square foot at Lincoln & Nevada, and about 80 acres at North Nevada. This represents a significant supply of lower-cost land, which can be built out in coming years or even decades.
- Recent Centers, where most development has taken place, tend not to be the type of highly connected, walkable places envisioned by the Comprehensive Plan. Walkability can be measured in multiple ways, including the amount of streets and sidewalks near a Center, and Walk Score, which measures how many amenities (parks, schools, grocery stores, coffee shops, and other amenities) can be accessed via a short walk from nearby housing.
- Over the past two decades, dense, tall buildings (such as mid-rise and high-rise buildings) have predominantly been built in and near Downtown Spokane, including Downtown, East Downtown, the University District, and South

Hill/Medical District. This is because certain demographic and area attributes are present in these locations and drive urban development, particularly market-rate apartments and mixed-use development. Households most likely to live in urban housing have a higher propensity to be employed in professional services, healthcare, finance, STEM, and various other jobs concentrated in urban locations; be students; earn middle to higher incomes; be aged 25 to 34; and/or be part of 1 or 2 person households. The presence of nearby employers and amenities (e.g., retail services) also drive multifamily and mixed-use development demand. Lower-income households also live in central locations at a higher rate and tend to live in older apartments or subsidized affordable housing.

- LCG recommends that the City's code allow building heights of approximately 90 feet in Centers, which should allow seven-story, mixed-use, mid-rise building to be built. While these buildings are not feasible in most Centers today, they likely will be feasible at some time in the next two decades and are consistent with Comprehensive Plan goals.
- The report provides examples of the 3 development prototypes listed above. There are abundant examples of adaptive reuse projects, both in historic Centers such as East Sprague and Monroe and other locations such as Manito Shopping Center. The Millennium Apartments and Millennium Monroe projects are leading examples of the type of wood frame apartment projects that have been built in Centers in recent years, and which LCG believes are consistent with Comprehensive Plan goals. The Warren Apartments in Downtown is an example of a mid-rise project and is unlikely to be feasible in Centers today due primarily to the fact that rents have historically been higher in and near Downtown.
- The cost of land in Centers will continue to be a challenge for developers. The average commercial property in Centers sells for between \$40 and \$70 per square foot, while the "greenfield" (vacant, undeveloped) properties closer to the edge of town reviewed by LCG has sold for \$13 per square foot. Many wood frame apartment projects can afford to purchase greenfield land but not commercial land. Certain wood frame projects that achieve higher densities (e.g., +/- 100 units/acre), and have lower parking ratios (e.g., less than 0.5 spaces per unit) have a greater capacity to purchase commercial land, and therefore regulations that enable higher density and lower parking requirements are critical to enabling higher-density housing in Centers.
- Developers interviewed for this project made certain recommendations regarding current and future regulations and policy, including: the interim Building Opportunity and Choices for All (BOCA) code should be made permanent; Design Standards for Centers delay projects and create uncertainty and should be streamlined as much as possible; permitting authority is divided between two major silos (Planning, Zoning, and Economic Development; Engineering and Public Works), and the public works process in particular hinders infill development in Centers; Urban forestry requirements create uncertainty; the statewide energy code is increasing the cost of development; and a simplified mixed-use zone(s) would probably be superior to the current Centers and Corridors designations. Detailed developed feedback is described in the appendices.
- Looking ahead over the next 20 years, LCG forecasts that development in many recent-era Centers will slow as the supply of lower-cost land is exhausted. Consistent with the pattern seen in other cities nationwide, development in historic-era Centers will increase because the high levels of connectivity and services will continue to be desirable, in-migration continues, and achievable rents increase. Development in mid-century Centers will increase somewhat but will continue to be difficult because properties are expensive to acquire.
- The report evaluates each of the 23 centers across a series of key attributes including Walk Score/connectivity, demographics, per capita income, historic and recent/projected development, and low-cost land. Centers vary widely across these attributes.
- There are a range of actions that the City could take to encourage mixed-use, higher density development in Centers. These include making BOCA permanent, addressing the regulatory issues mentioned above, as well as investing in streetscape/transportation and utility improvements, partnering with other agencies such as STA, expanding the City's storefront improvement grant program, reducing Transportation Impact Fees in Centers, acquiring land in key locations, and staying abreast of best practices in infill and mixed-use development.

## City Goals: Comprehensive Plan Policies

The City of Spokane adopted an updated Comprehensive Plan in 2001 and has revised the Comp Plan numerous times over the past two-plus decades.

The goals in the Comp Plan provide a context against which past and future development in Centers can be assessed. The Comp Plan goals that appear to be most applicable to this analysis of Centers are shown below. The goals call for development in Centers that is higher density; efficient, cost-effective, and compact; mixed-use (i.e., including residential, office/employment, retail, and other uses); and pedestrian-oriented, among other goals.

### LU 1. CITYWIDE LAND USE

Offer a harmonious blend of opportunities for living, working, recreation, education, shopping, and cultural activities by protecting natural amenities, providing coordinated, efficient, and cost-effective public facilities and utility services, carefully managing both residential and non-residential development and design, and proactively reinforcing downtown Spokane's role as a vibrant urban center.

**LU1.4. Higher Density Residential Uses.** Direct new higher-density residential uses to Centers and Corridors designated on the Land Use Plan Map.

**LU-1.5. Office Uses.** Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

**LU-1.6. Neighborhood Retail Use.** Direct new neighborhood retail uses to Neighborhood Centers designated on the Land Use Plan Map.

**LU 1.7. Neighborhood Mini-Centers.** Create a Neighborhood Mini-Center wherever an existing neighborhood retail area is larger than two acres.

### LU 3: EFFICIENT LAND USE

Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

**LU 3.1 Coordinated and Efficient Land Use.** Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

**LU-3.5. Mix of Uses in Centers.** Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

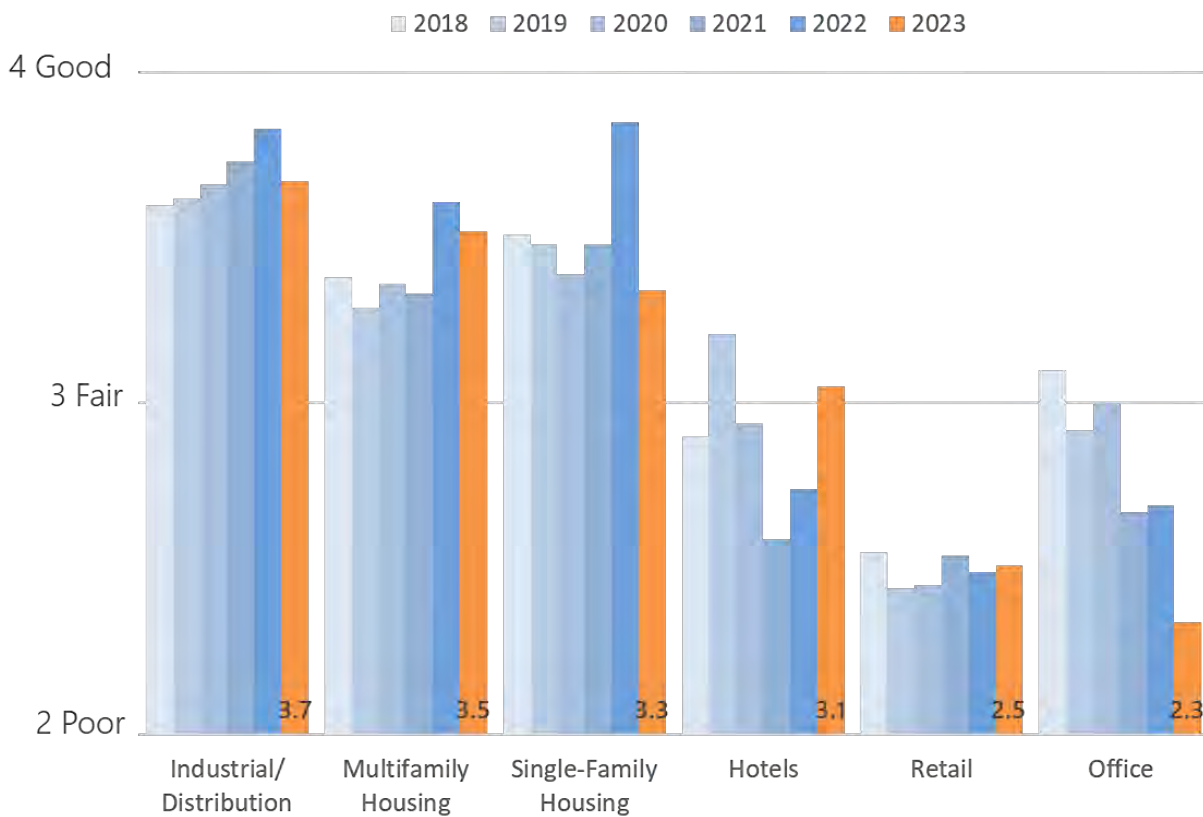
*Source: [Comprehensive Plan for the City of Spokane](#), Adopted 2017, including amendments through 2023, Pages 87 to 88.*

# National and Western U.S. Development Context

## National Development Prospects

The figure below shows the results of annual surveys conducted as part of the Urban Land Institute’s (ULI) Emerging Trends in Real Estate reports, published between 2018 and 2023. This report captures the sentiment of real estate developers and investors nationwide, including their level of interest in developing various types of properties, including industrial, residential, hotel, retail, and office properties. While the report reflects a nationwide perspective, and individual real estate development decisions are local, LCG finds that these national sentiments have a powerful impact on local development outcomes.

Figure 1. Development Prospects, 2018 – 2023



Source: Emerging Trends in Real Estate, 2023, Urban Land Institute.

Some of the key takeaways of ULI’s Emerging Trends reports are as follows. Industrial and multifamily (rental) housing are the types of development that developers see as the best investments for the near future. Industrial development is desirable because of increasing demand for “last mile” delivery hubs for online shopping, low vacancy levels, “reshoring” of logistics and manufacturing because of stressed global supply chains, and other factors. Multifamily continues to be desirable because household growth has outpaced residential development for many decades. Single family development continues to be in demand, but fell significantly in desirability between 2022 and 2023 due to rapidly increasing mortgage rates and interest rates for development construction loans. Interest in developing hotels has rebounded considerably since the most intense periods of the COVID pandemic, when travel slowed significantly. Retail

and office development are the least desirable development opportunities. In many communities, there is an adequate supply of retail space; rent growth has been limited for many years; and the growth in online shopping dampens demand for new and existing retail space. Demand for new office space is very limited, primarily because working from home has increased significantly in most office employment industries (typically from below 5% before the pandemic to 20% to 30%+ in 2023) and hybrid work has increased, such that overall office occupancy is much lower than it has been historically. Developers are therefore very hesitant to invest in major new office projects. LCG believes that the desirability of development types nationally will be similar to their level of desirability in Spokane's Centers, with the likely exception of industrial development. Most parcels in Spokane's Centers will be too small and too expensive to be well suited to industrial development.

## Interest Rates

As mentioned above, borrowing costs for developers and homebuyers have increased significantly in recent years. Rates were at historic lows in parts of 2020 and 2021. Since that time, rates have increased significantly, and in many cases more than doubled. Average 30-year [mortgage rates](#) for homebuyers were at about 3% in 2020 and 2021, and can now be around 8%. Borrowing rates (e.g., permanent and construction financing) for developers have also risen dramatically. For developers, higher rates have a significant negative impact on development feasibility, and are forcing developers to put many projects that would have been feasible in 2021 on hold. This national trend is consistent with recent presentations made to the City by the developers, who had planned to renovate the Payton Building downtown into apartments but said that the project is on hold due to interest rates.

Higher rates make construction more expensive, reduce overall returns, and reduce key metrics that lenders review, particularly debt service coverage ratio. Therefore, interest rates have a significant impact on the pace of development in Centers. While it is important to acknowledge this reality, LCG expects that development financing costs will decrease in the coming years, and that development feasibility will improve over today's conditions, but probably not return to the very favorable conditions seen in the midst of the pandemic.

**The amount of development in Centers is in part determined by the amount of development regionwide and citywide. Spokane has desirable attributes—as a midsize, growing, western, and comparatively affordable metro area—but it also has a less robust economy and growth outlook compared to some other western metros.**

The amount of residential, commercial, and mixed-use development in Spokane's Centers will be significantly impacted by the amount of growth and economic vitality regionally. If population and job growth are high regionally in the coming decades, then population and job growth will tend to be higher in Centers, since households and employers will need space to occupy. The *perceptions* of developers and the general public are also important. The figure at right shows how the ULI categorized metropolitan areas across the country for 2023. The ULI identifies the Spokane/Coeur d'Alene metro area as part of "The Affordable West." This is a group of moderate-growth metro areas that are somewhat more affordable than their peer cities. By contrast, the ULI puts the Boise metro area in the "Supernova" category because of this region's rapid population and employment growth, and diversification of the region's economy, for example, into more high-tech employment. LCG believes that comparing the Spokane and Boise regions is useful because the regions are both located in the Mountain West/ Pacific Northwest, are similar in overall size, and are both candidates when companies and households are considering new locations. If the Spokane region were to grow as fast as Boise, there would be more demand for development in Centers.



Figure 2. Emerging Trends in Real Estate Market Categories, 2023

Major group	Subgroup	Markets
<b>Magnets</b>	Super Sun Belt	<b>Atlanta</b> <b>Dallas/Fort Worth</b> <b>Houston</b> <b>Miami</b>
	18-Hour Cities	<b>Charlotte</b> <b>Denver</b> Fort Lauderdale Minneapolis
	<u>Supernovas</u>	<b>Austin</b> Boise Jacksonville
<b>The Establishment</b>	Multitalented Producers	Chicago <b>Los Angeles</b>
	Knowledge and Innovation Centers	<b>Boston</b> New York–Manhattan
	Major Market Adjacent	Inland Empire Jersey City Long Island New York–Brooklyn New York–other boroughs <b>Northern New Jersey</b>
<b>Niche</b>	Boutique Markets	Chattanooga Des Moines Greenville, SC Knoxville
	Eds and Meds	Baltimore Columbus Gainesville Madison
	Visitor and Convention Centers	Cape Coral/Fort Myers/Naples Charleston Deltona/Daytona Honolulu
<b>Backbone</b>	<u>The Affordable West</u>	Albuquerque Sacramento <u>Spokane, WA/Coeur d'Alene, ID</u>
	Determined Competitors	<b>Birmingham</b> Indianapolis Kansas City, MO
	Reinventing	Buffalo Cincinnati Cleveland Detroit

Source: Emerging Trends in Real Estate surveys; compiled by Nelson Economics.  
 Note: **Bold** type indicates the 20 highest-rated markets in Emerging Trends in Real Estate 2023 survey for overall real estate pros

Source: Emerging Trends in Real Estate, 2023, Urban Land Institute.

Figure 3 below compares demographic and economic attributes of the Spokane and Boise metro areas, and the United States. While Spokane and Boise are similar in terms of current (2022) population, households and population in Boise are expected to grow considerably faster over the next five years. Both areas will grow more rapidly than the national average. Real per capita income in Boise was slightly higher than Spokane in 2022 and is expected to grow faster. The cost of doing business in Boise is estimated to be lower than in Spokane.

**Figure 3. Demographic and Economic Metrics for Spokane and Boise Metros, and United States**

<b>Metric</b>	<b>Spokane, WA/ Couer d'Alene, ID Metro Area (MSA)</b>	<b>Boise Metro Area (MSA)</b>	<b>United States</b>
Population, 2022	790,000	820,000	333,150,000
Market Category	Affordable West	Supernovas	
Household Growth: 5-year projected annual % change	1.5%	2.2%	1.1%
Population Growth: 5-year projected change	42,200	78,700	
Real per capita income, 2022*	\$47,609	\$48,316	\$53,515
Real per capita income, projected 5-year change	1.0%	1.7%	2.0%
Cost of doing business**	99.5	93	100
Employment Growth: 5-year annual projected change	0.9%	1.7%	1.0%
Science, technology, engineering, and math (STEM) Employment Location Quotient	0.7	1.1	1.0
Office-Using Employment Location Quotient	0.8	1.0	1.0
Permits per 100 Households added	101	111	90
Affordability. Percent of all homes likely affordable to 4-person family earning 120% of AMI	43.5%	45.5%	53.0%
Transit Quality (AllTransit Score)	2.5	1.8	4.0

Source: *Emerging Trends in Real Estate, 2022, Urban Land Institute.*

The concentration (location quotient) of science, technology, engineering, and math (STEM) and office-using employment is higher in Boise than Spokane. Both of these employment categories have tended to drive further

regional economic growth, and are frequent occupants of higher density/center locations. Unfortunately, housing in both Spokane and Boise is significantly less affordable to four-person households at 120% of area median income than housing nationwide. Spokane’s transit service is superior to Boise’s. Again, these data are provided in order to underscore the point that, today and in the decades to come, development within Spokane’s Centers will be significantly impacted by the regional economic and demographic context. A fast-growing region that is generating high levels of employment in white-collar, professional service, and STEM jobs is highly likely to drive more demand for higher-density, residential and commercial infill development.

## Most development in Centers is built within a series of prototypes. Developers’ determination about what to build is driven in large part by achievable rent.

The figure below shows the development prototypes that are most often built in Centers and other infill locations nationwide. While every development project is different in its particulars, developers tend to build variations on these prototypes: commercial renovation/adaptive reuse; garden apartments; and mid-rise, mixed-use, or podium apartment development. The prototypes can be defined by the type of use (commercial, residential, or a mix of both); parking (surface or structure); structure (wood frame; wood frame over concrete podium); floors; and density.



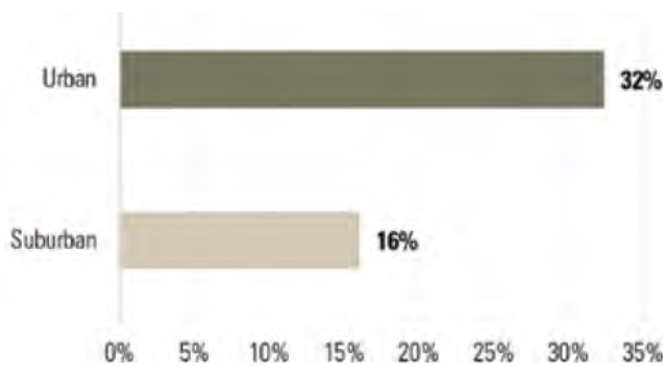
Source: Leland Consulting Group.

Developers—particularly multifamily developers—determine what prototypes to build in large part by the amount of rent they can charge on a per-square-foot or per-unit basis. In locations where residential demand is very high, developers can afford to pay the higher costs associated with podium-style development, including higher costs for structured parking, structural elements (e.g., post-tensioned slab), elevators, interior conditioned space, and finishes. In other locations where demand and rents are somewhat lower, developers can build lower-cost garden apartments. In yet other locations, rents are sufficiently low that no multifamily development “pencils.” Specific examples of projects that fit within these prototypes and are located in Spokane are explored later in this analysis.

## Following the great recession, more infill development has taken place in walkable, historic neighborhoods than in suburban locations.

Analysis of development patterns in large metro areas nationwide between 2010 and 2017 shows that while multifamily apartment development took place in all types of locations, more development took place in urban compared to suburban locations, “reflecting ongoing consumer demand—particularly among younger households—for living environments that are convenient to jobs, transit, and urban amenities, and which are highly walkable.”

**Figure 4. Growth in Rental Apartment Units, 2010-2017; Top 50 Metro Areas**



Source: [The New Geography of Urban Neighborhoods](#), Urban Land Institute.

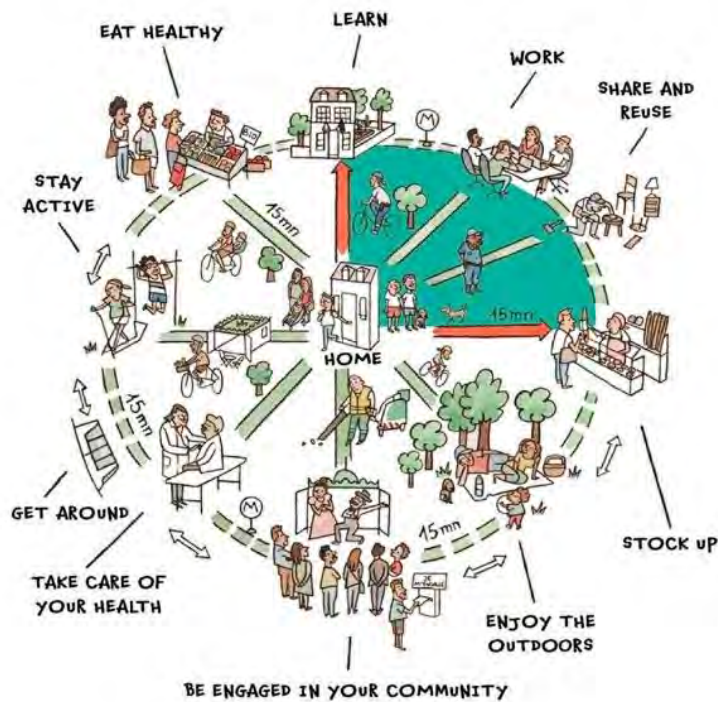
While the Covid pandemic has fundamentally changed certain aspects of living and working patterns, LCG believes that this fundamental demand—by younger and smaller households, for housing in walkable, well-connected, mixed-use communities—will remain in coming decades, and that most historic urban locations are better positioned to provide such environments compared to suburban locations. A recent report by Smart Growth America reaches similar conclusions:

“In spite of the changes to urban areas brought on by the Covid-19 pandemic, the 2023 edition of Foot Traffic Ahead’s research findings demonstrate continued real estate market and consumer preference for walkable urbanism through premiums in commercial rents, multifamily rental rates, and for sale home prices, compared to drivable alternatives. To illustrate these preferences, Foot Traffic Ahead 2023 benchmarks the range of walkability in the 35 largest metropolitan regions in the U.S. and shows that the market is continuing to seek more well-connected, walkable neighborhoods. This report shows that the demand for walkable, well-connected real estate far exceeds supply; and this imbalance underscores the urgency of policy reform to deliver more mixed-use, mixed-income housing near transit, especially in the midst of today’s housing access crisis.” (Source: [Foot Traffic Ahead - Ranking Walkable Urbanism in America’s Largest Metro Areas, 2023](#).)

Most research on this topic has been conducted for the largest metro areas in the U.S., and therefore we cannot conclusively demonstrate that preferences exhibited in large metro areas are the same as those in Spokane. However, LCG has found that walkable, mixed-use environments are very popular in Western metro areas, even in those with populations below 100,000, such as Bend, Missoula, and Bozeman.

One concept that has proven to be popular with developers, residents, tenants, and planners is the “15-Minute City.” According to the ULI, “Whatever the headwinds, there is little doubt that cities retain their appeal to broad swaths of people and businesses. Younger people, as always, are especially attracted to city life, but the attraction is not limited to generation Z. As one developer summarized, ‘People want that 15-minute lifestyle if they can get it. They want walkable, amenitized, real places that allow them to live fuller lives without having to get into a car and transition from one segment of their life to another.’ (Source: *Emerging Trends in Real Estate, 2022, Urban Land Institute; page 17*).

Figure 5. The 15-Minute City



## Spokane Development Context

In Spokane, most development completed during the past two decades has not been in Centers.

In this section, we transition from discussing the development context of the nation and western U.S., to conditions in Spokane's 23 designated Centers (including 20 Centers and 3 Corridors).<sup>1</sup>

Figure 6. All Multifamily and Commercial Real Estate Development, Built 2001 to 2023

Center/ Corridor Name	Rentable Bldg. Area (RBA)	
	SF	%
57th & Regal	906,940	3%
Five Mile	141,343	0%
Lincoln Heights	42,307	0%
Manito Shopping Center	20,151	0%
North Town	71,534	0%
Shadle	475	0%
Southgate	511,947	2%
Cannon & Maxwell	5,585	0%
East Sprague	71,187	0%
Holy Family	259,721	1%
North Foothills	35,520	0%
North Nevada	206,672	1%
Trent & Hamilton	60,662	0%
Hamilton	498,446	2%
Hillyard	67,789	0%
Monroe	96,480	0%
14th & Grand	8,754	0%
Garland	-	0%
SFCC	169,000	1%
Indian Trail	607,208	2%
Lincoln & Nevada	170,236	1%
South Perry	14,286	0%
West Broadway	253,480	1%
Centers/Corridors Total	4,219,723	14%
Other Areas	25,261,548	86%
City of Spokane Total	29,481,271	100%

<sup>1</sup> In most cases, the area included in Centers is the area within ¼ mile of the placemark provided for the that center (i.e., from "the center of the center"), however, there are several exceptions. For Corridors, a 1/8-mile distance from a line has been used, since the assumption is that most past and future development will take place along one primary street. The demographic information (e.g., household sizes and per capita incomes) provided later in this report are for a ½ mile distance from Centers and Corridors, in order to represent the demographics in a larger "market area."



Source: CoStar; Leland Consulting Group.

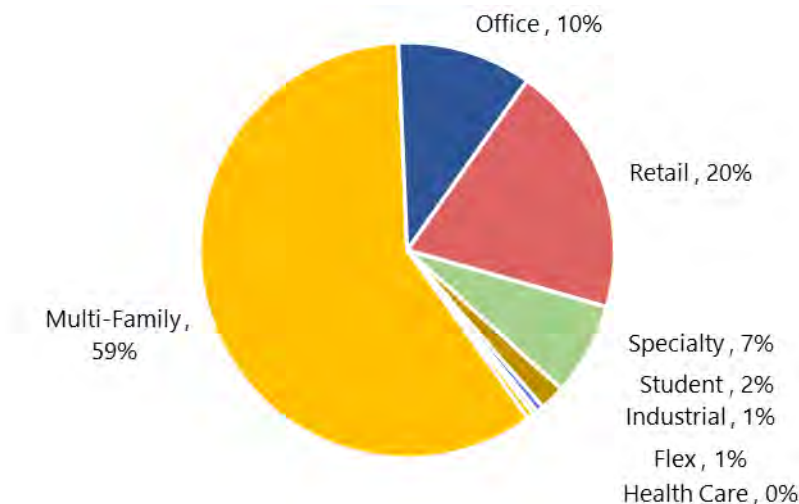
Figure 6 shows all of the rentable building area (RBA; similar to but somewhat less than the gross building area) of all of the known multifamily (apartment) and commercial real estate development built in Spokane between 2001 and 2023. "Commercial" includes retail, office, hotel/hospitality, industrial, flex, storage, and specialty space. Figure 6 does not include owner-occupied single family or residential condominium space, or many publicly owned buildings such as libraries. 2001 was selected as the beginning point for this analysis, since a new Comprehensive Plan was adopted in that year. The data source for the above data, as well as much of the other information about multifamily and commercial real estate in Spokane, is [CoStar](#), the nation's most extensive source of commercial real estate information, analytics and news. LCG has also supplemented CoStar data via interviews with Spokane-based developers, our research, and other sources cited in this report.

Of the 29.48 million square feet of commercial and multifamily space built during this time, 14% has taken place in Centers and Corridors, while Centers and Corridors occupy about 4.6% of the city's land. LCG is not aware of goals that call for a specific proportion of growth to take place in Centers; however, the Comp Plan does call for new, higher density, mixed-use development to take place in Centers, and it does not seem that this goal is consistent with development patterns over the past two-plus decades in most Centers. Most Centers absorbed close to 0% of the total amount of citywide development. However, some Centers could be considered successful in terms of the amount of development they have attracted. The most successful Centers (in terms of attracting development) have been places like 57<sup>th</sup> & Regal and Indian Trail, which absorbed about 3 and 2% of all citywide development, respectively. The zoning in place in Centers does not seem to be a primary driver of the amount of development that has taken place; as shown in the appendices, there is no clear relationship between the number of acres that are within a CC or mixed-use zone and the amount of development that has taken place in a center.

## Consistent with national trends, most development in Spokane's Centers has been multifamily housing.

As shown in Figure 7 below, 59% of all building area in Centers has been multifamily housing. 20% has been retail, 10% has been office, and smaller shares are specialty, student (generally student housing), industrial, flex, and healthcare. Specialty development is a mix of self-storage, utility sub stations, schools, and parking garages.

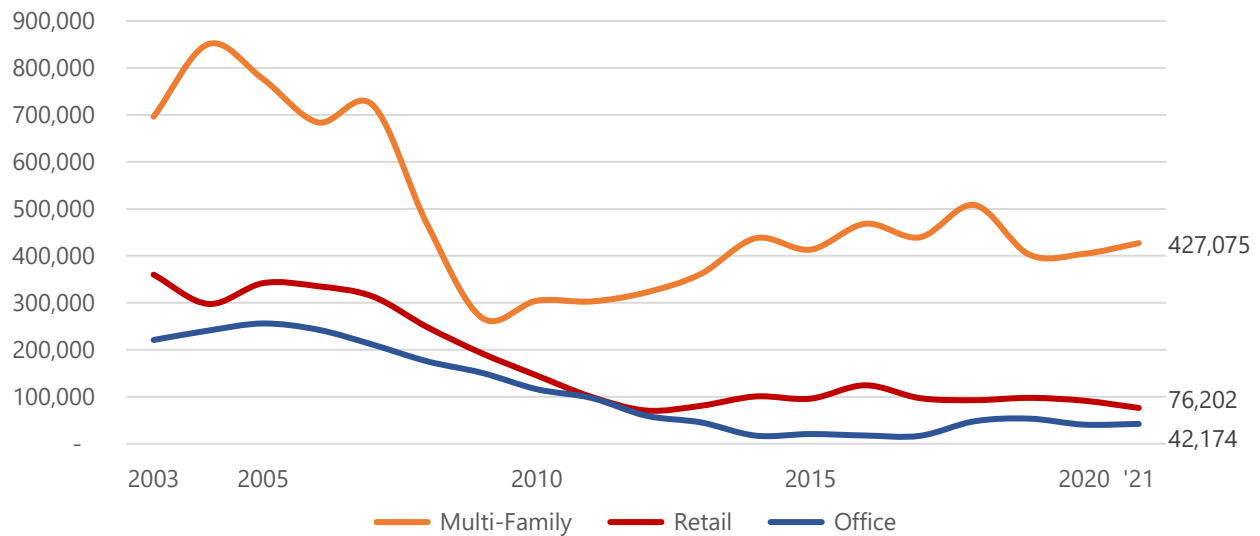
Figure 7. Building Area in Centers by Development Type, 2001 to 2023



Source: CoStar, Leland Consulting Group. For the remainder of the report, "Building Area" is RBA.

As Figure 8 shows, multifamily housing has been the dominant development type in Centers since the early 2000s, and after experiencing a sharp downturn that coincides with the onset of the great recession in 2007-2008, multifamily development has gradually increased. The five-year average for multifamily space in 2021 (i.e., between 2019 and 2023) was over 427,000 square feet of RBA per year, or 568 units per year. By contrast, the amount of retail and office space constructed in Centers has been on a consistent downward trend since the early 2000s. As of 2021, about 76,000 square feet of retail and 42,000 square feet of office space have been built annually in Centers, and most of this development has taken place in a few Centers located furthest from downtown Spokane. For the foreseeable future, LCG expects the dominance of multifamily development to continue, and for new, ground-up construction of retail and office space to slow.

**Figure 8. Building Area in Centers by Development Type, Five Year Rolling Average, 2003 to 2021**



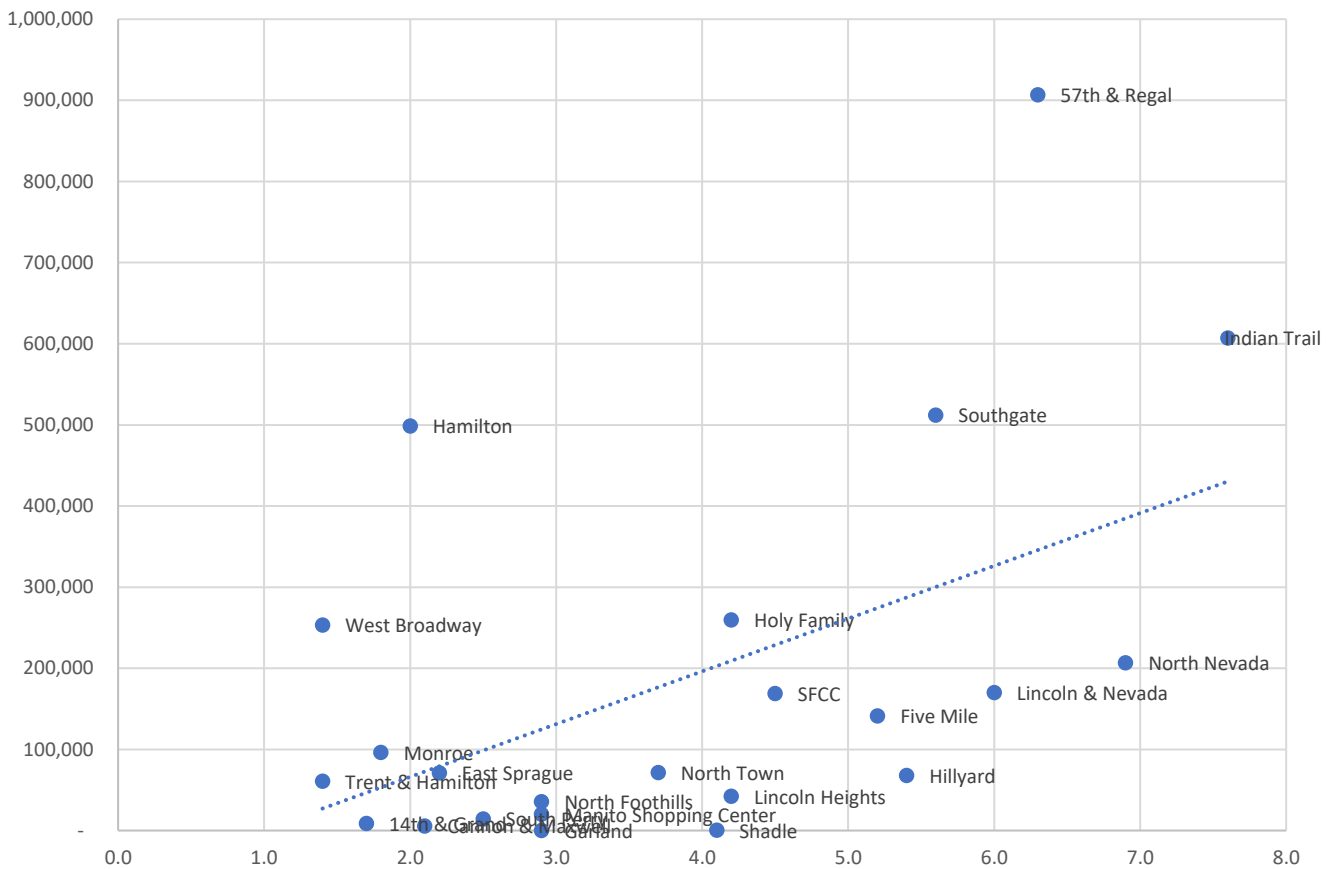
Source: CoStar, Leland Consulting Group.

**The Centers that have seen the most development are those on the edges of the city, where vacant land has been more plentiful and less expensive.**

As Figure 9 shows, there is a strong correlation between a Center’s distance from downtown Spokane (City Hall), and the amount of development that has occurred there. In general, the further a Center is from downtown, the more development has occurred there. Centers such as 57th & Regal and Indian Trail, which are 6.3 and 7.6 miles from City Hall, respectively, have seen the greatest amount of development amongst all Centers—about 900,000 and 600,000 square feet of development. Most closer-in (and older) Centers like Monroe and Trent & Hamilton captured less than 100,000 square feet of new, ground-up development during this time period, and many close-in Centers have seen almost no new development.

LCG believes that one of the major drivers of this development pattern is the fact that vacant, undeveloped “greenfield” sites near the fringes of the City tend to cost much less for developers to acquire than sites that are already built-out near the center of the city. Edge sites also tend to be larger, have fewer environmental contamination issues, and may be owned by more willing sellers.

**Figure 9. Distance from Downtown Spokane (Miles) and Square Feet of Development, 2001-2023**

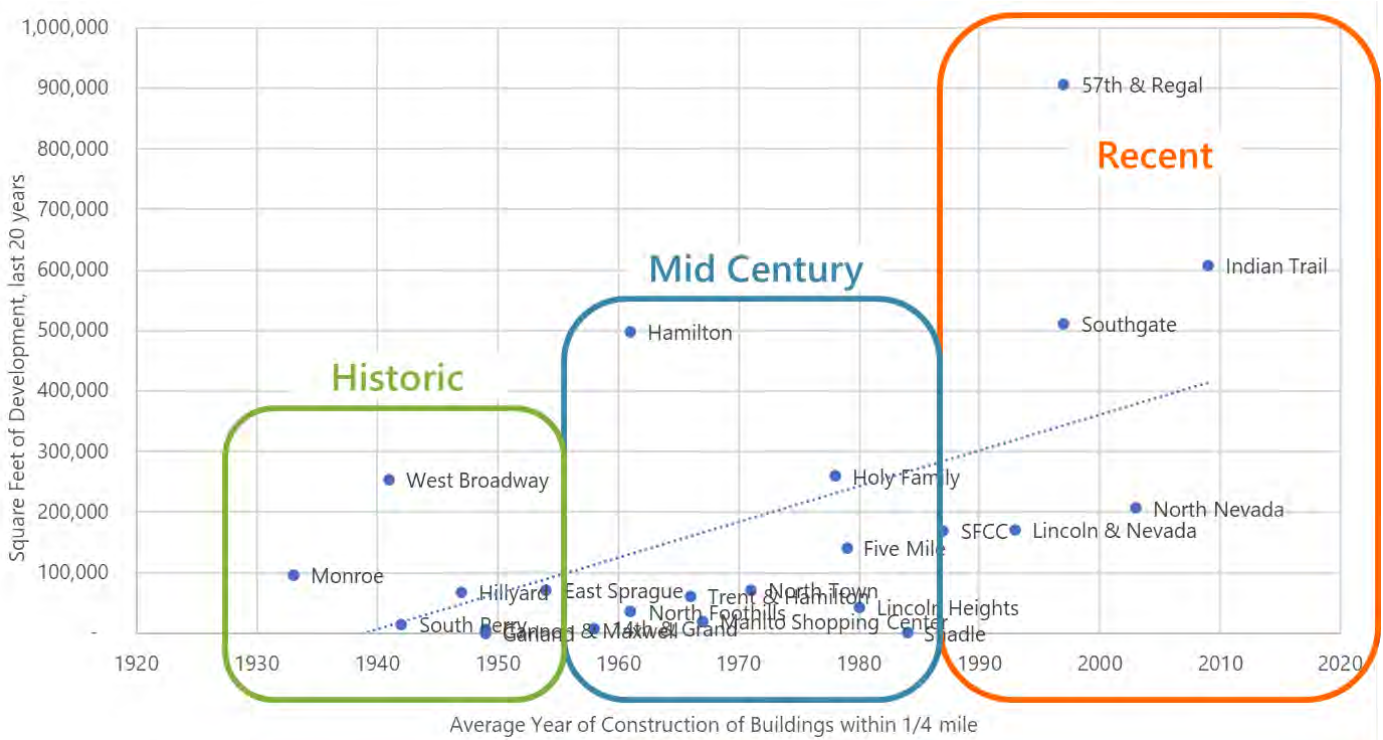


Source: Spokane County GIS; CoStar; Google Maps; Leland Consulting Group.

Centers can be categorized by the era when most of the development within them occurred: historic, mid-century, and recent. In most historic and many mid-century Centers, relatively little new, ground-up development has occurred.

The figures below build on the analysis above that compares the amount of development to the distance from downtown. Figure 10 compares the amount of development to the average year of construction of buildings located within the center, and shows a similar relationship between these variables: More recently built Centers (which tend to be further from the center of the city) have seen more development than historic or mid-century Centers.

**Figure 10. Development Era and Square Feet of Development, 2021-2023**



Source: Spokane County GIS; CoStar; Leland Consulting Group.

Figure 11 shows some of the key metrics for historic, mid-century, and recent Centers. We define these categories based on the average year of construction for buildings in the CoStar database that are within ¼ mile of the Center location, which is before 1955, 1985, and 2023, for the three Centers types. It is likely that CoStar does not include some older buildings (e.g., 1920 and before) and therefore the actual age of all buildings in some Centers may be older. The average year of construction for buildings is also shown below, as is the year when most of the buildings in the Centers will be “old” (more than 50 years old) and therefore very much in need of major capital investments (see [RDH Building Science](#)).

The average distance to downtown is 2.6, 3.2, and 6.2 miles, respectively. It is notable that while the age of construction differs significantly between historic and mid-century Centers, the distance to downtown does not. There are 7 historic, 10 mid-century, and 6 recent Centers. The average RBA of development per year between 2001 and 2023 is much higher for recent Centers (19,500 square feet) compared to 3,300 and 5,200. Recent Centers have seen almost 6 times as much development as historic Centers, and almost 4 times as much development as mid-century Centers.

The era of construction is correlated to a number of other Centers attributes, particularly to the amount of development over the past two-plus decades.

**Figure 11. Key Metrics for Historic, Mid-Century, and Recent Centers**

Era	Av. Year of Construction	Av. Year of Construction	"Old Age" Buildings	Average Distance to Downtown	Number of CCs	Average RBA of Development	
	Before					2001-2023	/Year
Historic	1955	1945	1995	2.6	7	73,000	3,300
Mid Century	1985	1971	2021	3.2	10	85,000	3,900
Recent	2023	1998	2048	6.2	6	429,000	19,500
<b>Total</b>					<b>23</b>		

Source: Spokane County GIS; CoStar; RDH Building Science; Leland Consulting Group.

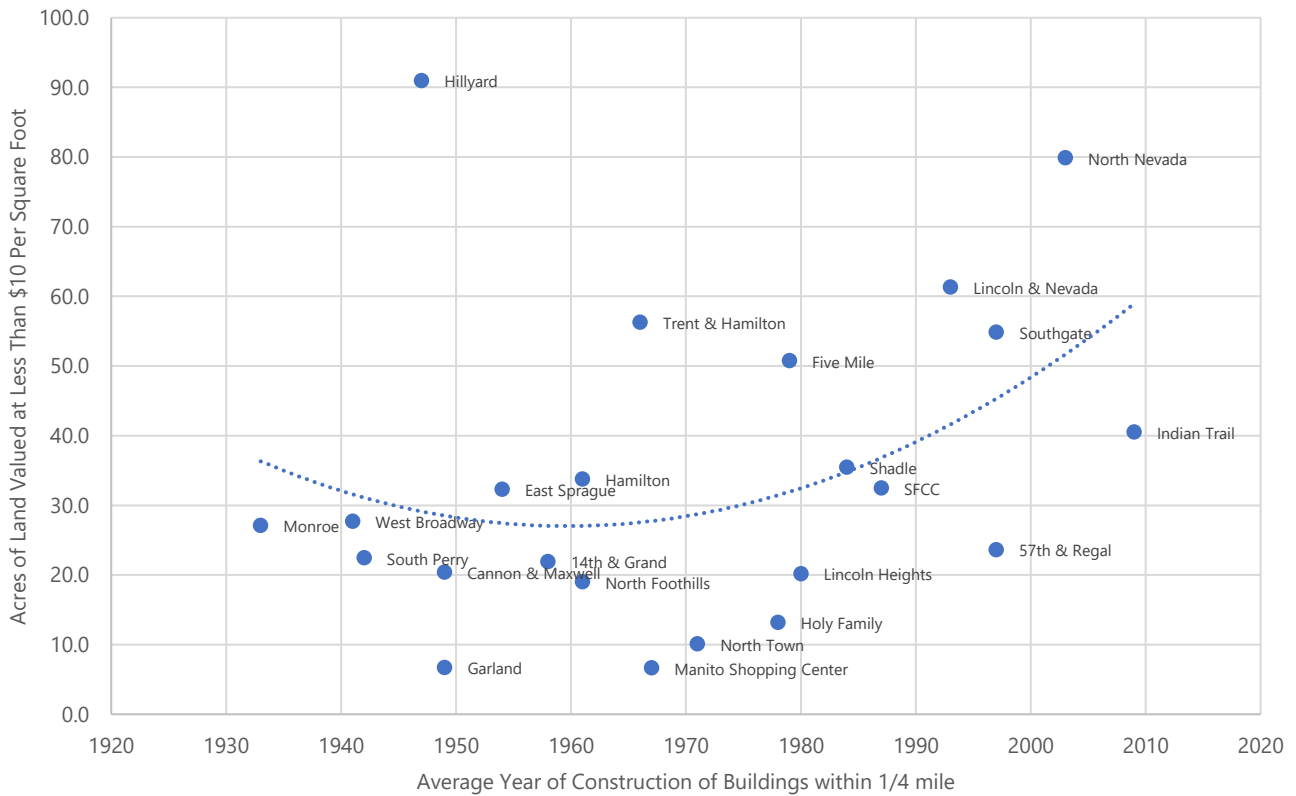
**The *supply* (availability) and cost of land is a critical determinant of whether development happens and can have little to do with the amount of *demand* (whether or not the location is desirable to residents and tenants).**

As mentioned above, the supply of lower-value land is a major reason that more development has taken place in recent Centers that are near the edge of the city—there has historically been more low-cost land within and near these Centers.

Figure 12 compares the Centers era or average year of construction and the acres of land that are currently valued at less than \$20 per square foot of land area (or less than \$871,200 per acre). The acreage shown in Figure 12 does not include land owned by schools or government agencies. As will be discussed in greater depth later in this report, based on LCG’s developer interviews and data collected regarding land transactions, LCG believes that transactions between multifamily and commercial developers and land owners will take place at between \$10 and \$20 per square foot. The average of the seven land transactions reviewed by LCG is \$13.40 per square foot. When “raw” land (large tracts that do not yet include on-site roads and infrastructure) is priced at more than \$20 per square foot, it is likely to become infeasible for most developers to acquire the land and then develop the land as multifamily housing, commercial space, or other development types.

Figure 12 shows that there is more low-cost land at Centers that developed more recently, which tend to be more distant from downtown. For example, there is more than 60 acres of land valued at less than \$20 per square foot at Lincoln & Nevada, and about 80 acres at North Nevada. This represents a significant supply of lower-cost land, which can be built out in coming years or even decades.

**Figure 12. Average Year of Construction and Acres of Land Valued at < \$20 per square foot**



Source: Spokane County GIS; CoStar; Leland Consulting Group.



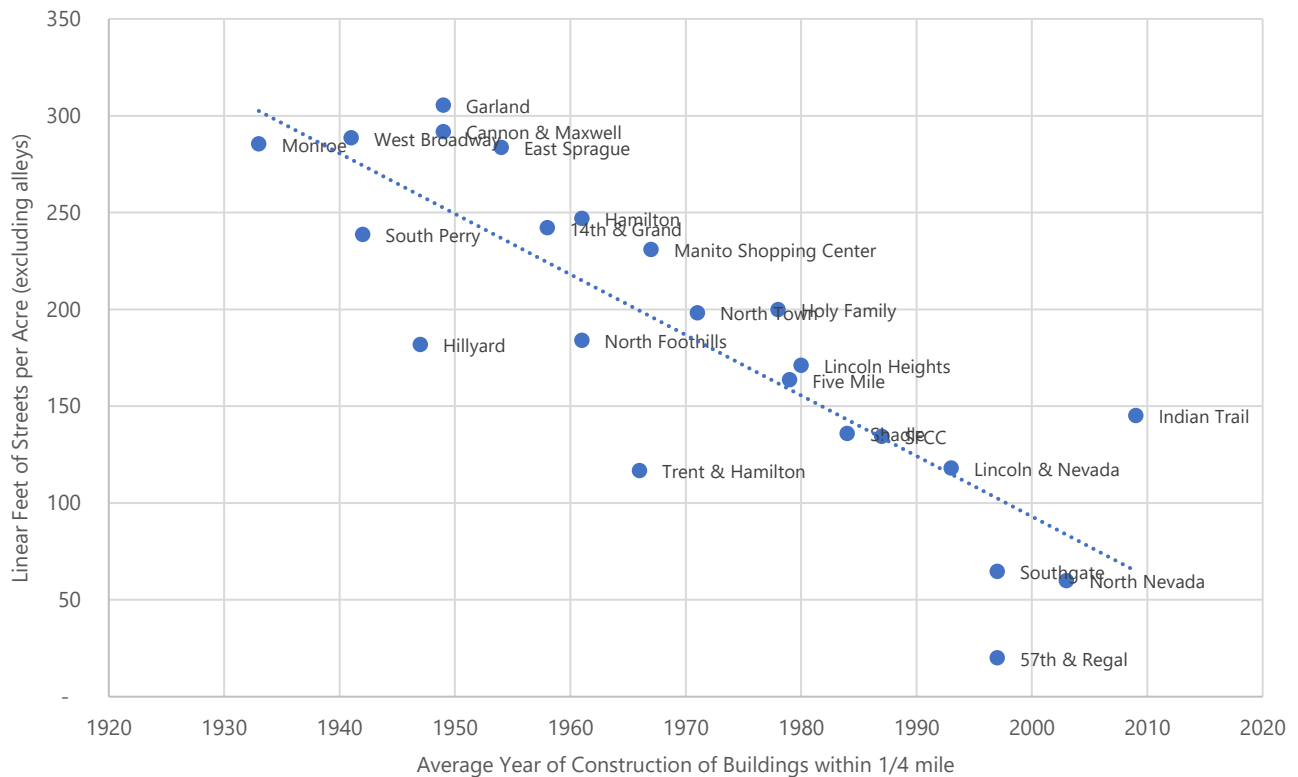
Figure 12 shows the amount of relatively low-cost land that remains available in Centers today, not the amount of low-cost land that was available historically (e.g., 20 years ago). Nonetheless, LCG believes it is safe to assume that, over the past two decades, there has been more low-cost land available at edge Centers compared to historic or mid-century Centers.

Note that estimating the amount of readily *developable* land is difficult and would require a careful, center-by-center or even property-by-property evaluation. This is because—even if land is low-cost—it may be difficult to develop because of steep slopes; wetlands, habitat, trees, or other environmentally sensitive condition; environmental contamination; easements; zoning; access challenges; ownership, or other conditions.

## Recent Centers, where most development has taken place, tend not to be highly connected, walkable places.

Figure 13 compares the average year of development of Centers with their connectivity (the linear feet of streets per acre, excluding alleys). Centers that developed more recently tend to be less well-connected, pedestrian- and bicycle-oriented. Therefore, most of the development that has occurred in Spokane’s Centers in the last two-plus decades has taken place in relatively poorly connected environments.

**Figure 13. Average Year of Construction and Connectivity**



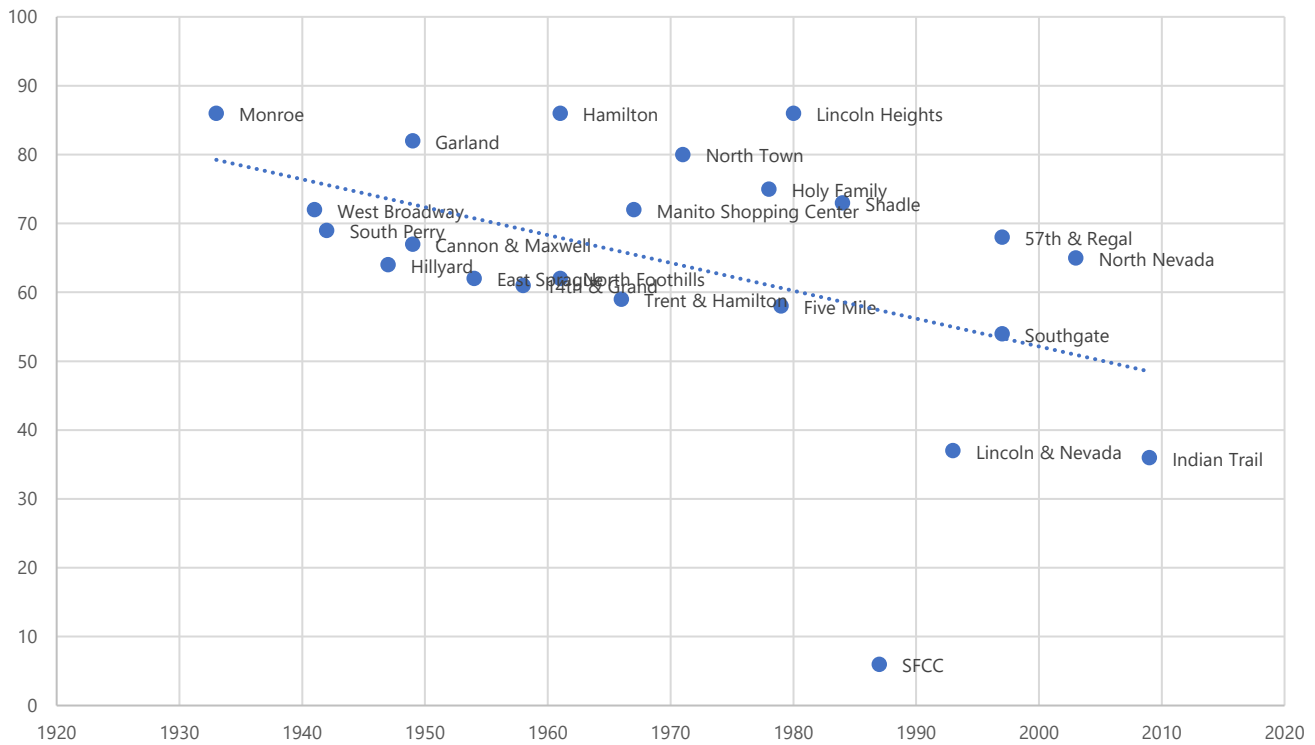
Source: Spokane County GIS; MAKERS; Leland Consulting Group.

Figure 14 below shows another way to measure the quality of connections, commercial destinations, and other destinations and amenities within Centers: via Walk Score. Walk Score is a free, web-based service that “measures the walkability of any address using a patented system. For each address, Walk Score analyzes hundreds of walking routes to nearby amenities. Points are awarded based on the distance to amenities in each category. Amenities within a 5-minute walk (.25 miles) are given maximum points. A decay function is used to give points to more distant amenities, with no points given after a 30-minute walk.” Walk Score measures proximity to restaurants, groceries, coffee shops, pubs, parks, schools, shopping, entertainment, and errands. Walk Score also generates Bike Score and Transit Score metrics.

Figure 14 shows that, in general, Centers that were developed more recently have a lower walk score than historic and mid-century Centers. Indian Trail, which has seen the second-greatest amount of development, has one of the lowest walk scores. Therefore, where development in Centers is occurring, it generally is not taking place in the most walkable places. The new multifamily and commercial development is also often not creating walkable places.

Similar to other data sets, however, there is a significant amount of variation and “noise” in this data. For example, Lincoln Heights, which largely developed in the late 20<sup>th</sup> century, has one of the highest Walk Scores, due in part to the many services that can be accessed in and near the center. South Perry, one of the most historic Centers with good street connectivity, has a lower walk score, perhaps because there is no full-service grocery store nearby. Thus, the year of construction predicts less about a center’s Walk Score than it does about its connectivity (above) and other metrics.

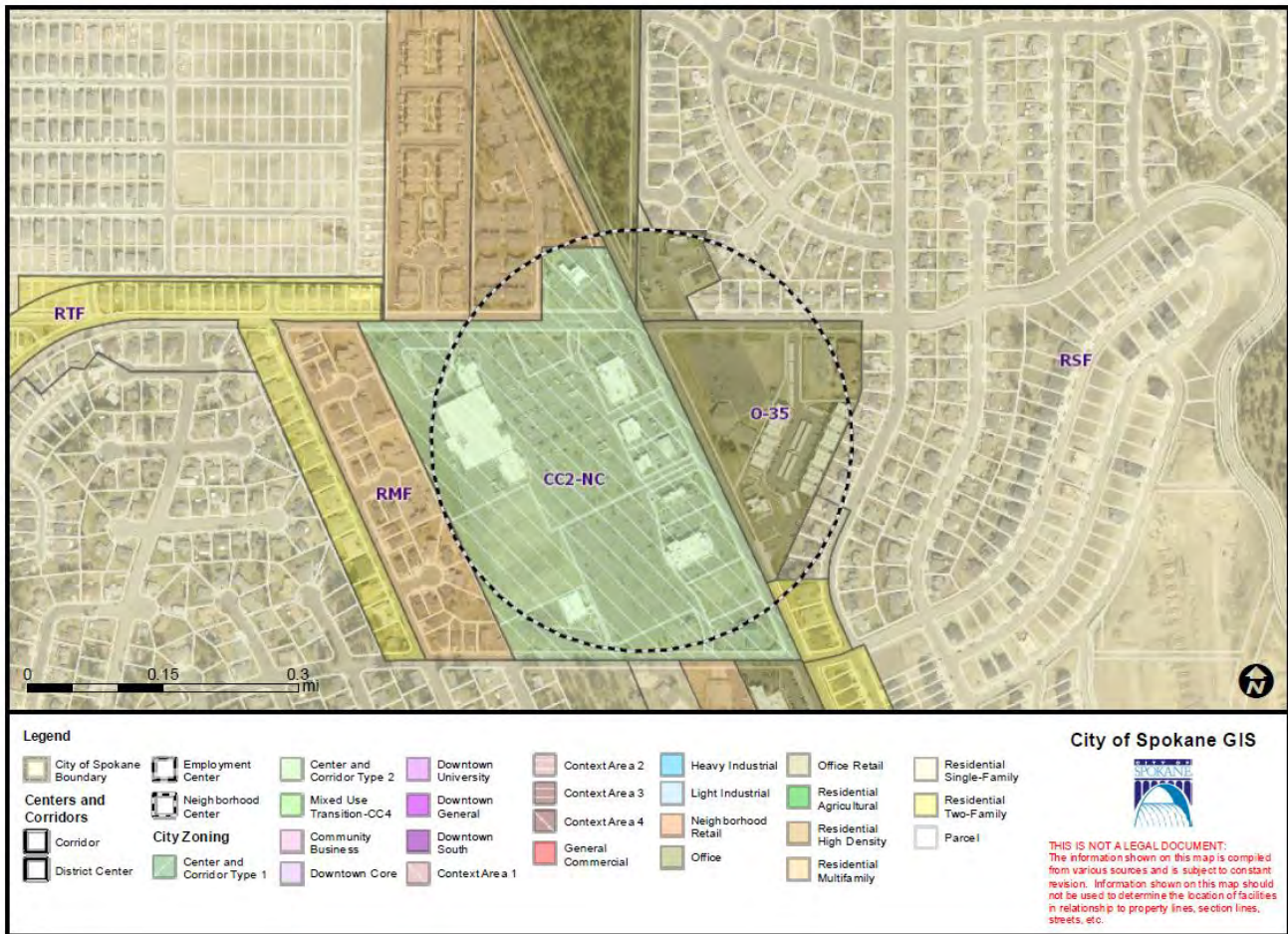
**Figure 14. Average Year of Construction and Walk Score**



Source: Spokane County GIS; Walk Score; Leland Consulting Group.

The maps of the Indian Trail Center below illustrate several of the challenges that face developers and planners when trying to create walkable or mixed-use development in recent, edge Centers. Figure 15 shows that a majority of the properties included within the ¼ mile center, particularly those west of Indian Trail Road, are single-use, large-format retail properties, with large surface parking lots. There are some apartments located east of Indian Trail Road (Zoned O 35), but not enough to make this a truly mixed-use center.

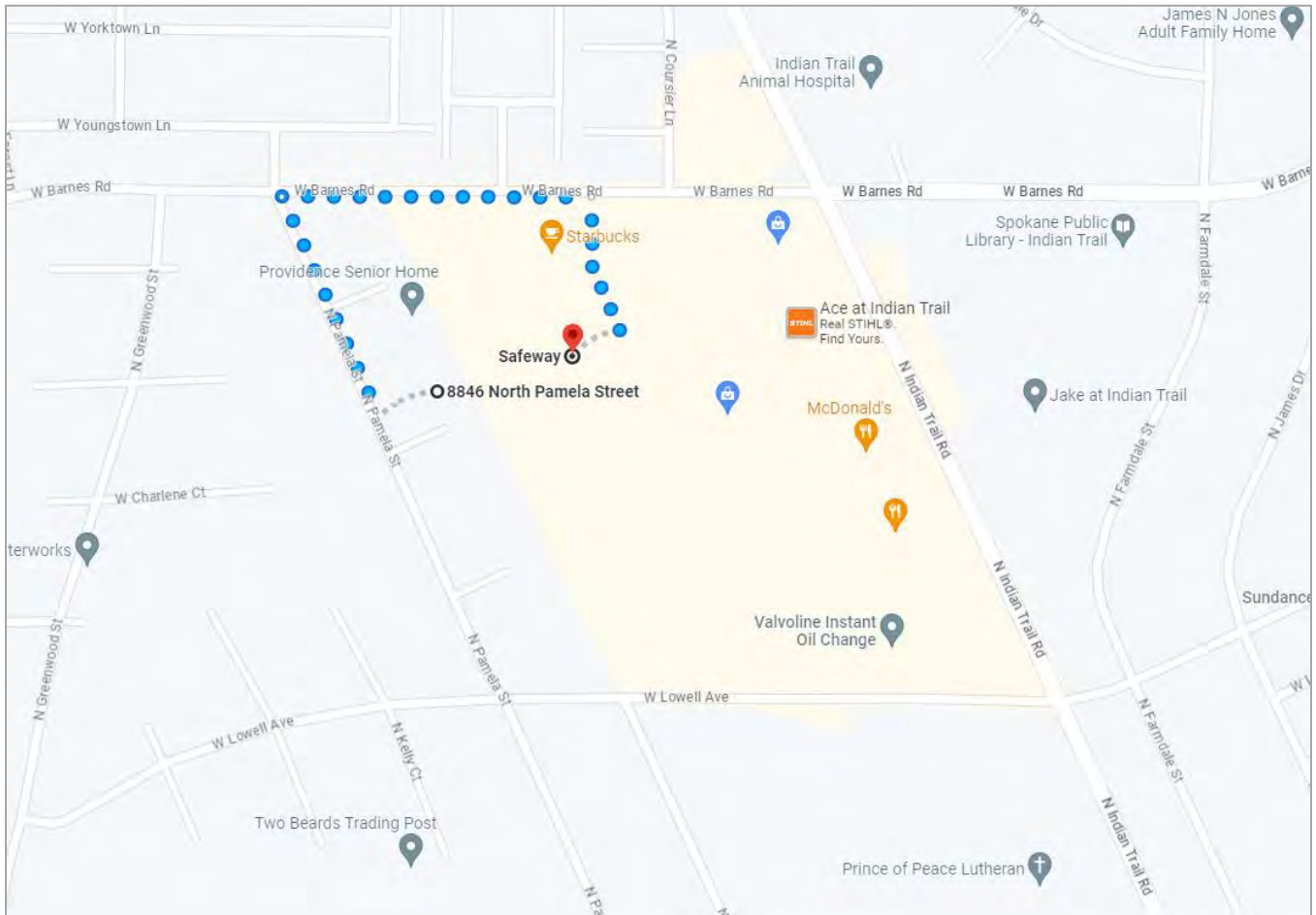
Figure 15. Indian Trail Center with Current Zoning



Source: City of Spokane; Spokane County GIS.

Figure 16 below shows the location of one home located adjacent to the Indian Trail center, on N Pamela St. This house is about 200 feet from the Safeway Grocery Store. However, the distance that a resident of the home would actually need to walk from the home to the grocery store is about 2,100 feet (or 0.4 miles)—ten times as long as the distance as the crow flies. Long paths and lower levels of connectivity are typical for Centers that developed more recently.

**Figure 16. Route from Home to Grocery Store, Indian Trail Center**



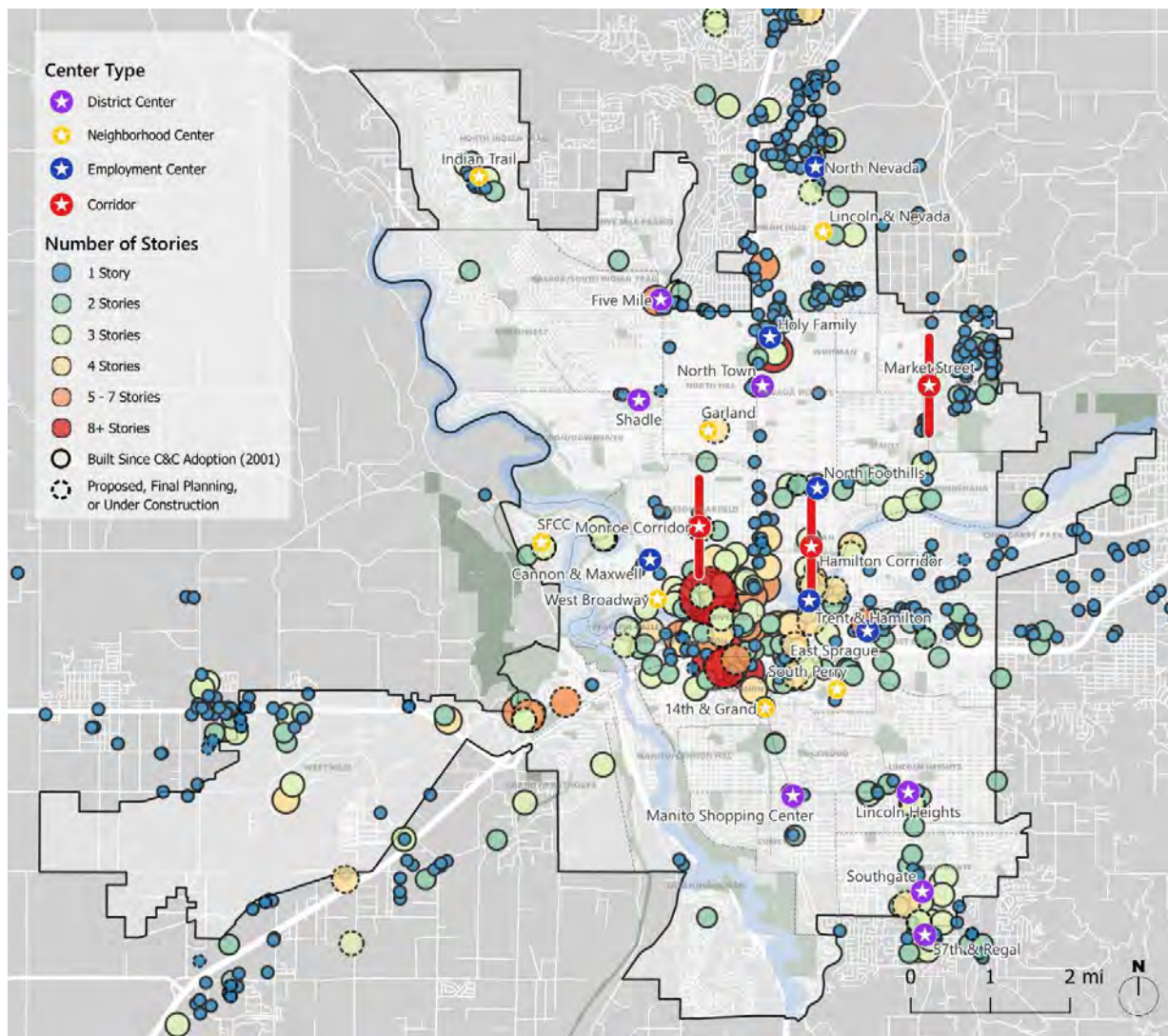
Source: Google Maps; Leland Consulting Group.



## Dense, tall, and expensive buildings have predominantly been built in and near downtown Spokane.

Figure 17 below shows all multifamily and commercial development completed since 2001, color coded by the project's height/number of stories. This figure shows that taller buildings (shown in red, orange, and yellow) have tended to be built in and near downtown Spokane. Most of the buildings built more than a mile from downtown have been one, two, or three stories high, though some mid-rise buildings have been built outside of downtown. As discussed earlier, taller buildings tend to be more significantly more expensive on a per-square-foot basis, because construction materials such as concrete and steel tend to be more expensive than wood; structured parking is often required; high-rise building codes are more stringent; and for other reasons. Therefore, in order for the buildings to be financially feasible, the rents and demand for higher density space must also be higher.

**Figure 17. All development since 2001, including planned, proposed and under construction, based on number of stories.**



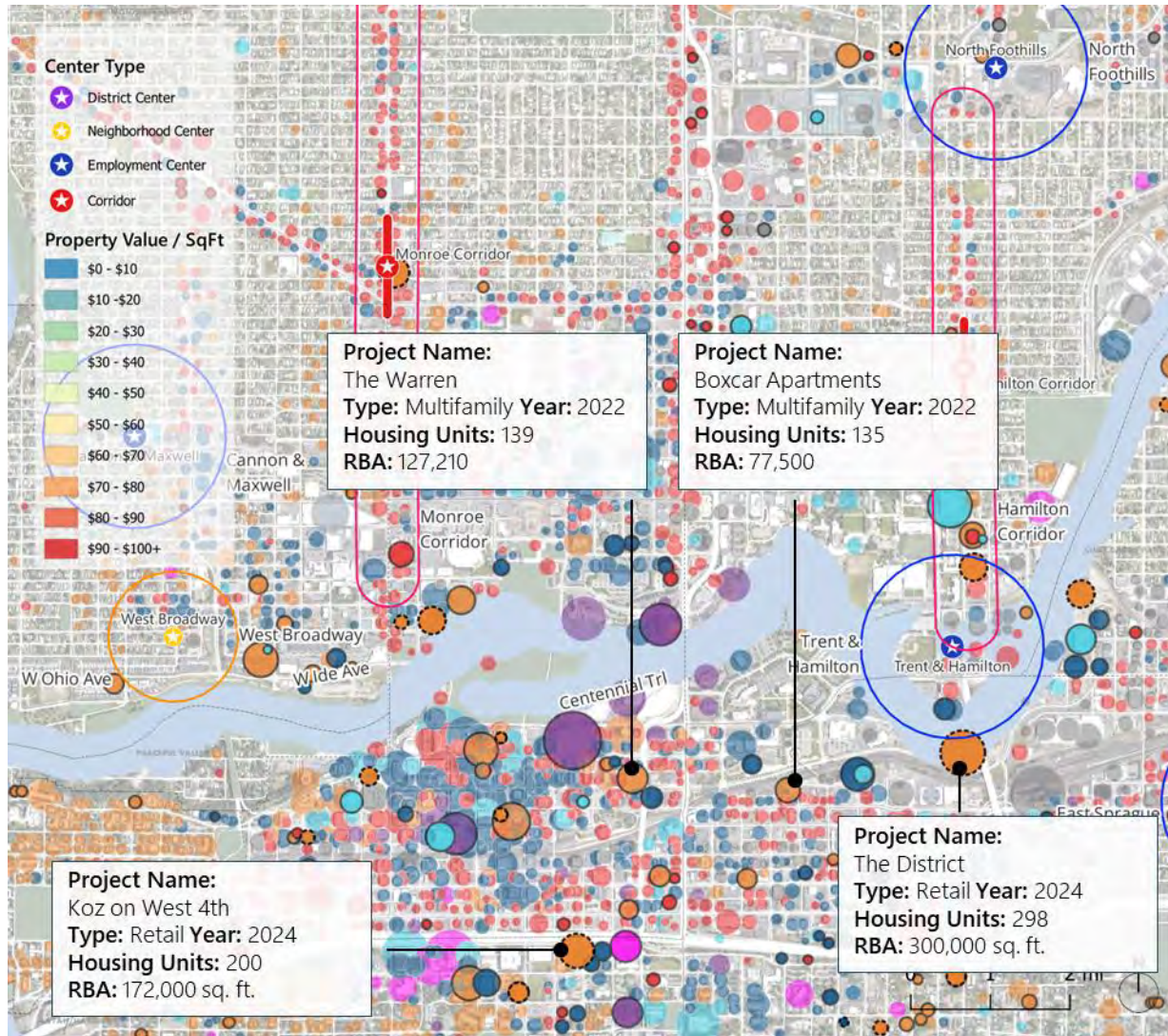
Source: CoStar; Spokane County GIS; Leland Consulting Group.



Development is currently being built and proposed in areas outside of Centers, including Downtown, East Downtown, the University District, and South Hill/Medical District.

Figure 18 below shows the location of new development projects that were completed in 2022 or are planned for completion within the next year. All four are higher density projects that are either multifamily or mixed-use, with multifamily over ground floor commercial space. (Note that Downtown is not analyzed in this study, but it is considered a Regional Center within the Centers and Corridors framework.)

Figure 18. Recently Completed and Proposed Development Projects



Source: CoStar; Spokane County GIS; Leland Consulting Group.



## Certain demographics and area attributes drive urban development, particularly market-rate apartments and mixed-use development.

LCG and studies by the Brookings Institution and other groups have found that certain demographics characteristics tend to drive demand for multifamily apartment units in cities, and secondarily for ground floor commercial space. Some of these demographic indicators are shown below. They are likely to be driving demand for apartment units in close-in parts of Spokane, and are more likely to be more prevalent in these close-in areas when compared to most Centers. Many, but certainly not all, apartment residents have these attributes.

- Employed in professional services, healthcare, finance, STEM, and various other office occupying, white collar jobs
- Middle to higher income
- Aged 25 to 34
- 1 and 2 person households
- Students

In addition to the demographic attributes listed above, higher-density housing and mixed-use projects benefit from proximity to jobs and a variety of amenities, which can be measured by Walk Score or other metrics.

Source: [Who Lives Downtown](#), Brookings Institution; Leland Consulting Group.

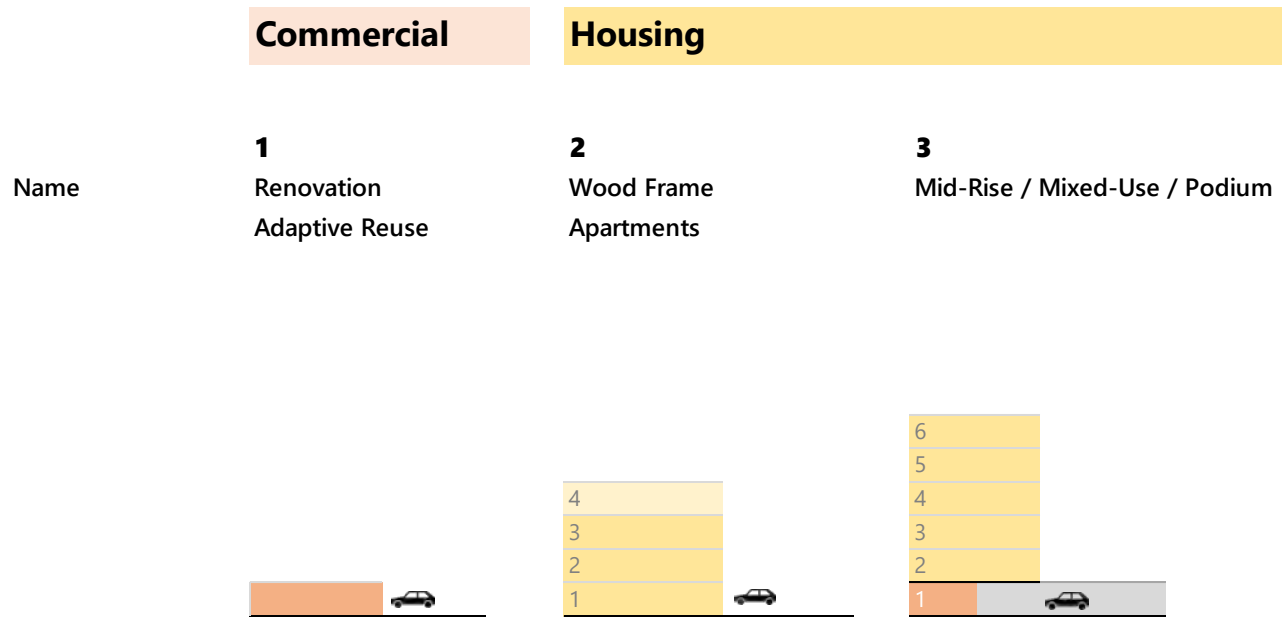
## Going forward, development in Centers is most likely to be one of three types.

Figure 19 shows the development typologies that LCG believes are most likely to take place in Spokane's Centers in the future.

The first is the renovation or adaptive reuse of existing commercial buildings. These have historically served as commercial buildings. Developers buy them, renovate them—for example, by improving exterior aesthetics, creating new internal divisions, and/or improving building systems such as roofing, heating, cooling, electrical, plumbing, etc.—and then release these buildings to new commercial tenants. Such renovations will be in demand as some types of commercial space fall out of favor (e.g., movie rental, office supply) and others become more popular (e.g., restaurants, coffee shops, small commercial and makers spaces).

The second is wood frame apartments, which are being built in some but not all Centers today. Ongoing population growth, the high cost of owner-occupied housing, and low apartment vacancy rates will drive demand for multifamily housing. There will be challenges for wood frame apartments, including finding appropriately priced and adequately sized site sizes, and financing and construction costs; some of these challenges are covered in more detail later in this analysis. The cost structure of wood frame apartments—with wood frame construction, surface parking, fewer core elements (elevators, stairs), and less common area (interior conditioned hallways)—often makes them more feasible than mid-rise projects. LCG anticipates that for the next five to ten years, wood frame apartments will be the dominant development type in most Centers.

Figure 19. Most Likely Building Typologies for Spokane Centers, 2023 to 2043





The third is mid-rise, mixed-use, podium projects, which feature wood frame apartment construction, generally over a one- or two-floor concrete parking podium, usually above-ground. Ground floor commercial spaces tend to be easier to incorporate into lower-floor podiums, but not all mid-rise buildings have ground-floor commercial space. Mid-rise projects are being completed in and near downtown today due in part to the higher achievable rents in those locations, but are not feasible in Centers, because rents and demand drivers are lower in Centers. However, when apartment rents and demand are higher, mid-rise buildings are able to offer much higher prices for land compared to lower-scale wood frame apartments, because mid-rise buildings have far more units. As the Spokane region’s population continues to grow over the coming decades, rents for close-in locations continue to increase, and the supply of high-quality, walkable sites decreases, mid-rise buildings are likely to become feasible in more Centers, particularly historic Centers and some mid-century Centers.

Therefore zoning, regulation, and incentives in Centers should allow and encourage mid-rise, mixed-use buildings in Centers. LCG recommends that the City’s code allow building heights of approximately 90 feet in Centers. Approximate building sections are shown below, including ground floors of 15 to 20 feet and residential/upper floors of 10½, 11, or 12 feet. While 15 to 20 feet is not absolutely necessary for ground floors, this height is highly desirable for the best ground floor retail experience and best ground floor tenants, including restaurants, who seek high ceilings. LCG’s recent conversations with architects and review of plans indicate that floor-to-floor heights can be between 10 and 11 feet; one architect cited 10½ feet as typical or ideal. Therefore, a seven story building could easily be 86 feet high, before considering design details such as whether the site is sloped and therefore whether the ground level is measured at the high, middle, or low point, and the design of the rooftop, which may include peaks, ridges, rooftop decks, and rooftop appurtenances such as air conditioning units. In addition, MAKERS’ research indicates that changes to the statewide energy code and increasing interest in mass timber buildings could increase floor heights to 12 feet, taller than in the past. Seven story, “five-over-two,” mid-rise buildings have been typical in major Pacific Northwest markets for many years; however, recent changes to building codes now allow eight story (e.g., six over two) buildings. For all these reasons, even though mid-rise development does not appear to be feasible in Centers today, 90 feet of building height should be allowed in order to allow these buildings to be built when feasible in the medium to long term. Setbacks,

particularly from the “rear” of the site that abuts residential neighborhoods, must also be carefully considered in order to ensure that mid-rise projects are possible.

**Figure 20. Typical Mid-Rise Building Height**

			+ rooftop
			+ 8th Floor
7			10.5 11 12
6			10.5 11 12
5			10.5 11 12
4			10.5 11 12
3			10.5 11 12
2			10.5 11 12
1			15 20 20
			+ slope
<b>Total Building Height (ft)</b>			<b>78 86 92</b>

Source: Architect interviews; recent development plans; Leland Consulting Group.

## Examples of the Development Prototypes

### Adaptive Reuse of Commercial Buildings

Many commercial buildings in Spokane’s Centers have been adaptively reused, and this process can go by many names including renovation, upgrade, refresh, repositioning, and tenant improvement. As shown below, numerous historic commercial buildings along several blocks of East Sprague have been renovated and now serve as restaurants, pubs, furniture stores, boutiques, offices, and providers of various services, among other uses.

**Figure 21. East Sprague (From 1909 E Sprague Ave, Spokane, WA 99202)**



The images below show the building at 2823 North Monroe Street before and after renovation, as well as a 2023 interior photo. As described above, commercial adaptive reuse projects typically follow a particular template: Developers purchase a building that is vacant or significantly underutilized, make a series of exterior/aesthetic and interior, building systems, and/or tenant improvements, and then lease the building out at a higher rental rate, measured on a rent per square foot basis. The higher rents cover the building improvement costs, which are often in the \$100 to \$200 per square foot range but vary widely depending on the scope of work, cost of acquisition, and other costs.

In 2008, the 2823 North Monroe building appears to have been vacant. Today, the building is a highly active coffee shop. The interior photo below illustrates why such renovations are important to Centers: they tend to be more intensive uses and bring people together in Centers. Housing developers often consider active commercial properties like this to be an important amenity, that can influence their decisions about where to build housing. High intensity uses in Centers creates opportunities for people to cross shop at other commercial storefronts. Renovations can be highly effective, even if the exterior building design does not change dramatically, as is the case at 2823 North Monroe. Unfortunately, LCG does not have a high-quality data set with which to determine where most adaptive reuse projects have occurred.

Adaptive reuse projects are relevant to this analysis not only for the benefits they provide to Centers, but because they compete with other project types, particularly multifamily projects, for the buildings and land that are available in Centers. As we will explain further below, when adaptive reuse projects are more profitable than multifamily projects, they can take place instead of multifamily projects.

**Figure 22. 2823 N Monroe Street**

Before renovation, 2008



After Renovation, 2022: Ladder Coffee Roasters





Ladder Coffee Roasters Interior, 2023.



Adaptive reuse projects are not just completed within historic buildings. Renovations take place all the time at commercial Centers built after the mid-20<sup>th</sup> century. Commercial buildings exist in a continual state of adaptation, in response to tenants that move or out, expand or contract—even though this is difficult to notice on a day-to-day basis. Figure 23 shows one example of the adaptive reuse of the Manito Shopping Center, built in 1969. Gottschalks, a department store chain that was founded in 1904 occupied the space until about 2009, when the company declared bankruptcy. The space is now occupied by at least two different businesses—Manito Tap House and Ross clothing store.

Commercial buildings in mid-century and recent Centers can be adaptively reused, or demolished and then redeveloped. Both approaches can create new opportunities for Centers that are more mixed-use, higher-density, and walkable, but they can also create keep exiting land use patterns essentially in place, even when building exteriors and interiors change.

Figure 23. Manito Shopping Center



Photo Source: [KHQ](#).



Photo Source: [Spokane Journal](#).

## Wood Frame Apartments

Two examples of wood frame apartments are shown below. The Millennium Apartments, located near the West Broadway center and Kendall Yards, is a three story, surface parked building completed in 2019. Millennium Monroe is a two-phase project that will include two four story, surface parked buildings in the North Monroe corridor. The latter is now under construction and is expected to be complete in late 2023 or 2024. Neither project includes ground floor retail within the multifamily buildings, but Millennium Monroe will have an adjacent commercial component (also under construction). Both of these projects represent some of the more ambitious multifamily projects to be recently undertaken in or near Spokane's Centers.

While they appear to be about the same scale, the earlier Millennium Apartments is much less dense (40 units per acre) than the Millennium Monroe will be upon completion of both phases (103 units per acre). This higher density is



achievable because of a much lower on-site parking ratio (0.4 spaces per unit for Millennium Monroe compared to 0.9 per unit for the earlier project), and the fact that the developers of the Millennium Monroe will be able to add 20 parallel spaces on the street surrounding the site. These parallel spaces will not be dedicated solely to residents of the project but will probably be highly utilized by them. Parking is a critical determinant of residential density, and low parking ratios and creative approaches to parking can enable more residents to live in Centers.

**Figure 24. Wood Frame Apartments: Example Projects**

Millennium Apartments



Millennium Monroe



## Mid-Rise Apartments

Figure 25 below shows the site of the Warren Apartments, before and after redevelopment. Prior to redevelopment, the site was highly underutilized: a small 1,500 square foot drive-through bank building on a 0.65-acre site, or a 0.05 floor-area ratio (FAR), in the East Downtown area. Unlike the projects featured above, the Warren is not located in one of Spokane's Centers. Today, following its completion in 2022, the Warren is a 139-unit (214 units/acre) mixed-use, mid-rise, podium building, with 1,900 square feet of ground floor commercial space and 60 structured parking spaces. The ground floor also features a lobby, a small plaza, and a dog park for residents. Some of the exterior facing is brick/masonry. In many regards, the Warren embodies the type of project that Spokane's Comprehensive Plan envisions for Centers: It is higher-density, mixed-use, with high quality design features.

### Figure 25. The Warren Apartments, before and after redevelopment

206 W Riverside Avenue, before redevelopment, circa 2020



The Warren Apartments, 206 W Riverside Avenue, Spokane



Source: CoStar; Design Review Board submittal by GGLO Architects.

## Comparison of Multifamily and Mixed-Use Projects

Figure 26 below compares the three multifamily and/or mixed-use projects described above. The lowest density project (Millennium Apartments) is at left and the highest density project (The Warren) is at right. As discussed above, these projects have some things in common (i.e., they are largely multifamily rental apartment projects), and many differences (including location, year built, number of stories, prototype, type of parking, number of units, density, parking ratios, and rent).

Asking rents per square foot (the amount of rent that the property managers are asking for via fall 2023 marketing) and effective rents per square foot (the amount of rent that residents are actually paying, which reflects leases that have been signed over many months, and accounts for concessions such as months of free rent) are shown below. As discussed above, rent is of critical importance to developers' decisions about whether to build or not build a project and to what prototype to build. Developers must achieve higher rents per square foot in order to build the more-expensive mid-rise podium prototype.

Figure 26. Comparison of Multifamily and Mixed-Use Projects

	<b>Millennium Apartments</b>	<b>Millennium Monroe (Phases 1 and 2)</b>	<b>The Warren Apartments</b>
<b>Location</b>	Near West Broadway	In Monroe Corridor	In Downtown East
Year Built	May-19	2023 or Early '24	Oct-22
Stories	3	4	6
Prototype	Wood Frame Apts.	Wood Frame Apts.	Mid-Rise Podium
Parking	Surface	Surface	Structured
Land Area (Acres)	0.67	0.93	0.65
Dwelling Units (du)	27	96	139
Density (du/acres)	40	103	214
Retail Area (SF)	-	-	1,900
Parking Spaces	25 0.9	37 0.4	60 0.4
Asking Rent/SF/Month, All Units	\$1.77	\$2.00	\$2.50
Effective Rent/SF/Month, All Units	\$1.77	\$2.00	\$2.29

Source: CoStar, Apartments.com, Leland Consulting Group.

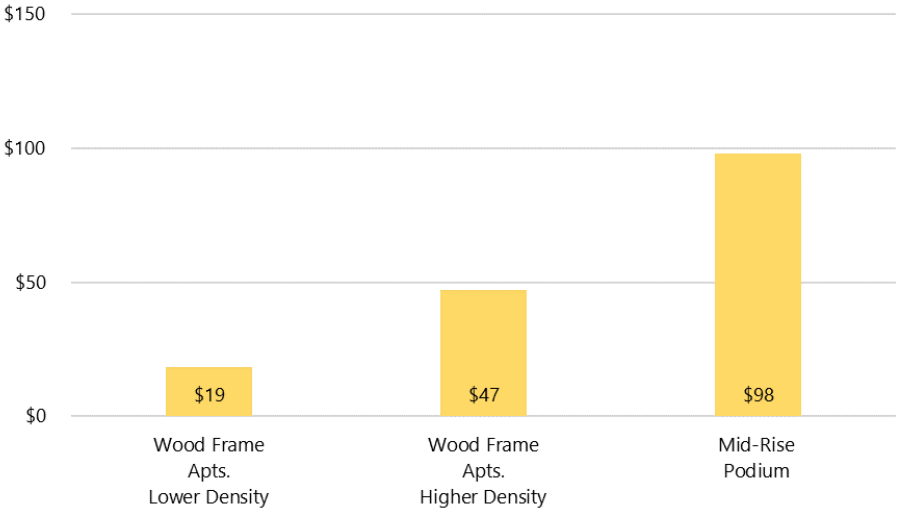
At \$2.00 per square foot per month, a 700 square foot one bedroom unit would be \$1,400. Developers interviewed suggested that this reflects the high-end rents that are currently achievable in Spokane's Centers. (Note that, because the Millennium Monroe project is not built or operating yet, the rents shown above are estimates based on market data and LCG's interviews. The rents shown for the Millennium Apartments are via CoStar and Apartments.com).

Market-leading rents, of between \$2.29 to \$2.50 per square foot per month are only being achieved in Downtown Spokane, and perhaps some adjacent areas such as the University District and South Hill/Medical District. This number is notable for several reasons. First, it suggests that, until data emerges that demonstrates that per square foot apartment rents are comparable in Centers or other locations, most or all developers will not be able to build mid-rise podium projects in Centers. Second, Spokane’s downtown rents are significantly lower than rents reported in large metro areas, such as many parts of the Puget Sound region. Analysis conducted by LCG suggests that developers in Puget Sound are building new mid-rise podium projects only in locations where they believe they can achieve rents of \$3.50 to \$4.00+ per square foot. While some development inputs differ between the Puget Sound and Spokane markets (such as land costs and permitting fees), many costs are generally the same or similar (construction costs, particularly materials). Unfortunately, this means that major real estate investors and developers who can decide where they allocate their time and capital will continue to find that investments in podium projects west of the Cascades continue to offer better returns.

### Financial Feasibility of Redevelopment

Figure 27 shows the maximum amount (or residual land value) that LCG estimates a developer in Spokane could afford to pay in 2023 for a potential development site (including the cost to acquire both the land and any buildings on the site). As shown below, this property value varies significantly depending on the density of the project since developers essentially have a per-unit maximum that they can pay for property. Based on LCG’s analysis of recent land transactions and interviews with developers and brokers, LCG estimates that developers of multifamily projects can afford to pay \$20,000 per apartment unit that they plan to build. Assuming the development is feasible, all other things equal, developers will be able to pay significantly more for a project whose density is 200+ units per acre compared to one that is 40 units per acre. The projects shown below reflect the basic attributes of the specific projects discussed above but do not necessarily share all of the same details.

**Figure 27. Maximum Land Purchase Price per Square Foot for Wood Frame and Mid-Rise Apartment Projects**



Source: CoStar, developer interviews, Leland Consulting Group.

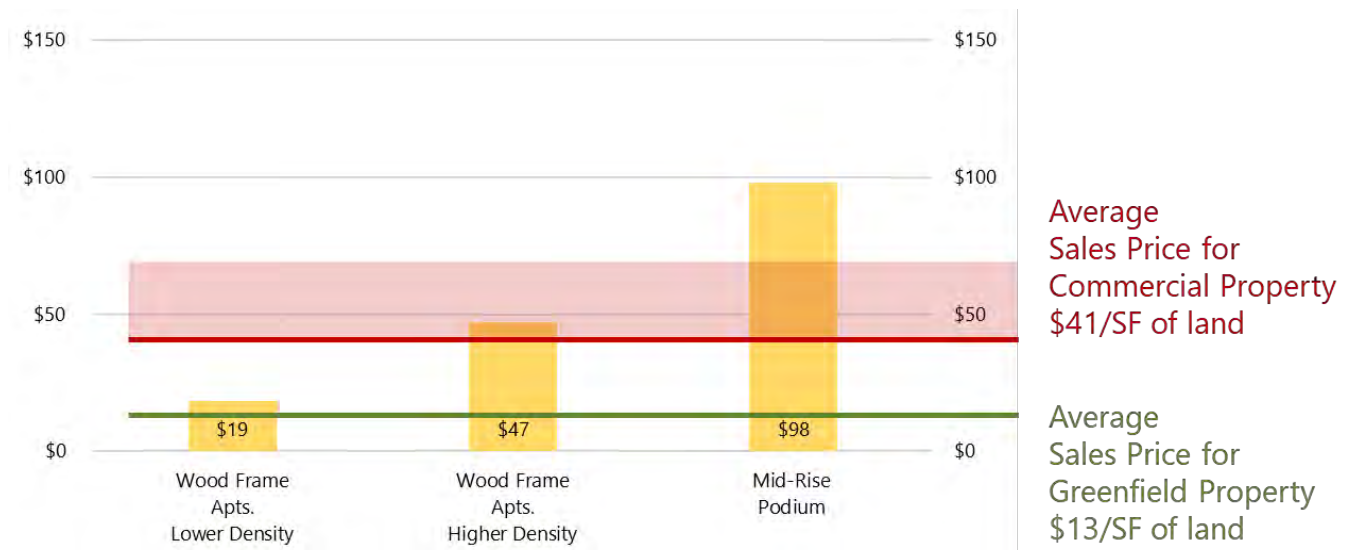


Figure 28 shows the maximum purchase price for wood frame and mid-rise podium projects, along with the average sales price for commercial property in the City of Spokane, and the average sales price for greenfield properties (vacant, undeveloped properties near the edge of the city) reviewed by LCG.

According to CoStar, for sales of commercial properties that took place between May 2022 and May 2023, the average sale price of commercial properties in Spokane (shown as a red line below) is \$145 per square foot of rentable building area (RBA), or about \$41 per square foot of land (site) area. However, LCG estimates that typical commercial properties in Centers can sell from about \$40 to \$70 per square foot of land (shown as a shared red area below; \$70 per square foot of land equates to \$250 per square foot of building area). Commercial properties that are in very good condition, are well located, generate high rents, or are smaller can certainly command higher prices than those shown below. Commercial properties that are dilapidated can sell for less, however, these may also come along with development challenges such as perceived or actual environmental contamination, expensive demolitions or sitework (e.g., grading or retaining walls), steep slopes, etc. The average sales price of greenfield properties reviewed by LCG is \$13 per square foot of land area; naturally most of these properties are located near the edge of the city.

This figure illustrates some of the key challenges for development in Centers. While lower-density wood frame apartment projects should be able to acquire greenfield properties, it is unlikely that they will be able to pay for most commercial properties, and most of the developable lots in Centers are in existing commercial use. Developers of lower-density apartment projects are competing with commercial adaptive reuse developers and commercial investors with no intention to adaptively reuse commercial buildings for land and buildings, and these commercial developers are able to outbid them.

**Figure 28. Maximum Land Purchase Price per Square Foot for Apartment Projects Compared to Price of Commercial and Greenfield Sites**



Source: CoStar, developer interviews, Leland Consulting Group.

The picture is somewhat different for developers of higher density wood frame apartment projects such as Millennium Monroe. Projects like Millennium Monroe should be able to outbid commercial adaptive reuse developers and commercial investors for the average commercial property, but not commercial properties that are somewhat above average. LCG’s developer interviews underscore this point: While developers of the Millennium Monroe and comparable projects have been able to find properties on which to build their projects, it is not easy. There are not many properties that are of adequate size, in good locations, that are selling at a price that these developers can pay.

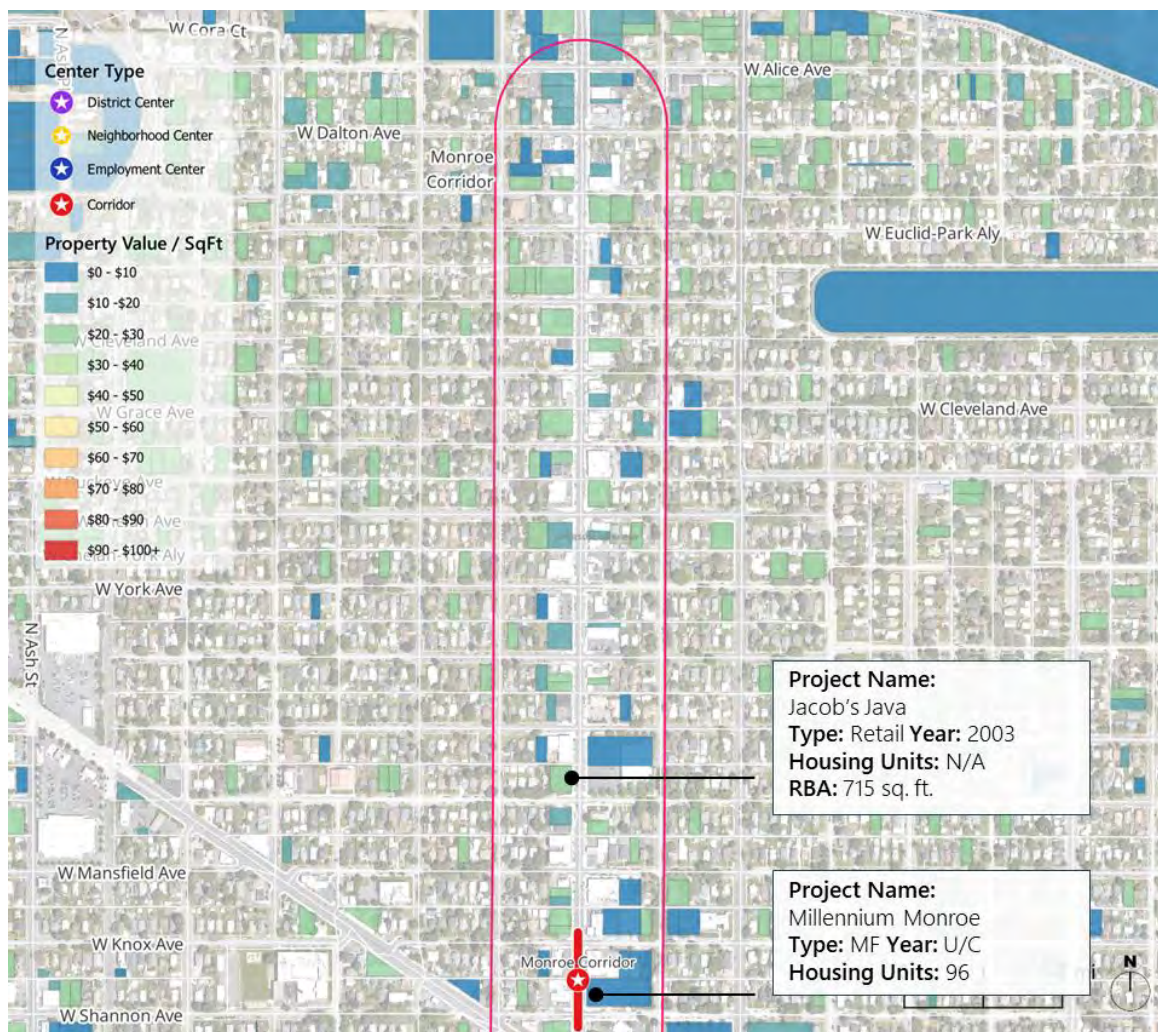


This analysis indicates that developers of mid-rise podium projects will have a much easier time finding land that they can afford. Because they are able to pay nearly \$100 per square foot for land, they should be able to outbid other buyers of commercial land, particularly those seeking to complete adaptive reuse projects or investors seeking to continue to manage commercial properties as-is. However, as discussed above, mid-rise projects do not appear to be feasible in Centers, and will be challenging even in downtown locations.

## Land Value in the Monroe Corridor

Figure 29 shows the parcels in the northern part of the Monroe Corridor that are valued by the Spokane County Assessor at or below \$30 per square foot, and therefore some of the challenges facing developers of wood frame apartments in this and other Centers. Figure 29 also shows the two new ground-up development projects that have been initiated in this area since 2001 (multiple adaptive reuse projects have been completed).

**Figure 29. Land in the Monroe Corridor Valued at Less than \$30 Per Square Foot**



Source: Spokane County Assessor, LCG.

As shown above, LCG projects that lower-density wood frame apartment projects can pay a maximum of \$20 per square foot for land. There are not many properties that are valued at \$30 per square foot or below. Many of the properties in

this category are small, residentially zoned, and/or not located on Monroe. While small properties can be developed, they generally depress multifamily developers' financial returns since developers' revenues decrease along with unit count, while many fixed costs and professional fees (for construction management, design, transportation analysis, legal, etc.) do not decrease the same amount.

Figure 29 also shows the Millennium Monroe project, which is leading to the redevelopment of one of the larger low-value sites on the Monroe Corridor. (Its value will increase once redevelopment is complete and a new tax assessment is completed.) This reflects the fact that redevelopment is more likely to occur on large, low-value sites.

## Developers report that a range of regulation is limiting their ability to build infill development.

As a part of this market analysis, LCG interviewed developers active in Spokane, who identified the following zoning and regulatory challenges to building infill projects in the city:

- **Zoning is not perfect, but it's not *the* problem.** Developers generally do not view the zoning code and development standards under BOCA as a big obstacle to development in the Centers and Corridors; BOCA is an improvement (See Section 17C.400.040 Pilot Center and Corridors Development Standards - <https://my.spokanecity.org/smc/?Chapter=17C.400>). Nonetheless, some issues with current zoning include:
  - The parking regulations in BOCA are good but in the base code are too high.
  - Existing (non-BOCA) **height maximums** in most Centers prevent a 5-over-1 podium project.
  - There is lack of clarity about whether maximum heights include parapets, rooftop structures such as elevators and mechanical; rooftop decks are often prevented by the fire department.
- **BOCA or similar standards should be made permanent.** Developers were concerned about building to the "interim" BOCA standards because development projects take years from concept to completion and these standards could be rescinded or changed. Therefore, developers feel more comfortable building to the "permanent" standards—even if they are less favorable, they will be around for years.
- **The City's Design Standards deter development in Centers.**
  - [Design Standards](#) require developers to undertake a lengthy and unpredictable design review process for most development within Centers. The process can take months or years to complete, and requires more time and budget to be allocated to land holding costs and interest payments, architects, engineers, consultants, etc. In most cases, particular requirements seem reasonable—the time and unpredictability are the issues. In some cases, developers felt that requirements do seem unreasonable, such as the reported requirement that all sidewalks must be 12 feet wide and paved; one developer interviewed felt that wide sidewalks with wide (unpaved) planter strips are more appropriate in some Center locations.
  - The Design Review Board (DRB) is often too stringent with design review and process of being granted a variance is onerous and long.
  - The City should consider reforms to the design review process, for example, enabling the planning director or hearing officer to make decisions on design standards.
  - **Developers with experience in other metro regions** felt that Spokane's design review process was *not* more onerous.
- **City Silos.**
  - Developers pointed out that there are at least two major permitting "silos" within the City:
    - Planning, Zoning, and Economic Development
    - Engineering and Public Works in another.
  - This creates a few major problems:

- The two silos work on different timelines. One department may be ready to approve a project, while the other may be months away. There is no staff person who can align the two silos.
  - The Engineering and Public Works process can be very onerous and can require developers to study stormwater, water, sewer, etc. issues early on in the development process—which is an expensive deterrent—and Engineering and Public Works may require developers of small sites to solve district-wide stormwater, water, sewer, etc. issues. “Someone building 1 or 2 lots should not be required to build out 300’ of sewer and water pipes.”
  - Engineering and Public Works issues on infill lots should be easier than greenfield lots since everyone knows the existing conditions of infrastructure surrounding the site.
  - The Engineering and Public Works process deters infill development.
- **Urban Forestry.**
  - Developers stated that, “we want trees in our city as much as our neighbors.”
  - They stated that the [Urban Forestry](#) process needs to be better defined. There are too few clear and objective standards such as the species and size/diameter of trees that must be retained. This makes the process feel arbitrary and can cause projects to be redesigned late in the development process, creating significant expense and/or reducing the value of the final project.
- **Energy Code.** A new 2021 Washington State Energy Code (WSEC)-R has been adopted and is adding to the cost of construction.
- **Other.** Several regulatory issues were not mentioned during our conversations, but in our experience, are significant obstacles in other markets, particularly for infill projects:
  - Surprisingly, **SEPA** did not come up as a significant regulatory obstacle in our conversations.
  - **Stormwater.** Often, when developers are redeveloping commercial or industrial properties into housing or mixed-use projects, they must complete extensive stormwater improvements in order to retain stormwater on site and minimize pollution. This can be a strong incentive to retain properties in their existing use.
- **The issue is not one challenging regulation, but many.**
  - This is an issue that seems to be challenging development in many cities. According to the [New York Times](#), “Piles of regulations, or “kludge,” and a culture of “no” are limiting” development in large metro areas.
- **Streamlining.**
  - The City should consider consolidating permits under a single entity, empowering certain staff to make decisions within both the Planning and Engineering, or taking other actions that streamline the process. [This is currently under discussion in Portland ([1](#), [2](#)) and other cities.]
- **A simplified Mixed-Use zone** would simplify understanding of CCs within broader citywide zoning context; many developers are currently “scared” of working in the CCs. The term “mixed-use” sends a clearer message to developers about what the City wants and allows in the area. CCs have a bad reputation.
- **Allowing rezoning to Mixed-Use.** The existing framework constrains the possibility of new Centers being formed. A standardized set of MU zones would simplify this process and allow property owners to go through the process of making a zoning change.

## Market Forecast and Conclusions

### Centers Categories, Attributes, and Implementation Frameworks

Figure 30 summarizes some of the issues discussed above through the framework of the Centers era or category. Centers in these categories have different assets and face different challenges. It is important to recognize that Spokane's Centers are also very diverse, and despite the generalizations made below, vary widely within era categories.

In general, historic and mid-century Centers have seen relatively low amounts of development over the past two decades, in part because there has been and continues to be a limited supply of low-cost land in these Centers. Recent Centers have seen significant amounts of development, in large part because they have been built out on vacant, low-cost land.

However, historic Centers have certain advantages: They are generally well connected, with higher walk scores and therefore a range of desirable amenities in close proximity to homes and potential homes. They tend to have better transit service. By contrast mid-century Centers vary in terms of connectivity, walk score, and transit; recent Centers have low levels of connectivity, walk score, and transit.

The buildings in historic Centers are old, which presents both challenges (many require costly repairs) and opportunities (lower costs of acquisition due to age and condition; adaptive reuse and redevelopment opportunities). Buildings in mid-century Centers are also near the end or past their economic lifespan (we assume that buildings that are 50 years or older are "old" and need major capital investments). Buildings in recent Centers are by definition new. They tend to have fewer issues, and also be better suited to their existing tenants, who tend to have signed long-term leases. Owners of buildings in this condition are less motivated to consider adaptive reuse and/or redevelopment—there is less of a reason to fix something that they do not see as broken.

Centers of different eras also differ in some ways that are not entirely advantages or disadvantages. Historic Centers have "thick" markets—many properties with diverse property ownership and many potential buyers, whereas mid-century and recent Centers have much thinner markets, with a smaller pool of property owners. A thicker market creates more opportunities for smaller-scale, incremental development, but it also means that it is difficult for any party to make big, quick changes to the built environment. Mid-century Centers have much thinner markets, with more institutional owners of larger properties. This makes incremental development harder, and means each property owner is more important to the success of the Center. Depending on the outlook and preferences of the small number of property owners, it can create the opportunity for large-scale redevelopment (at the right time) or block such changes.

These attributes suggest some key takeaways. Historic Centers are desirable today and should become more so in the future due to their connectedness and amenities, but will also remain difficult locations for development, given the fact that they feature small properties and high land and building costs. In mid-century Centers, developers will consider redevelopment at Centers with strong demographics, though redevelopment in other Centers will be challenging due to higher land costs. In most recent Centers, low-cost land will remain available and will continue to develop, but after the supply of low-cost land is exhausted, redevelopment will be difficult since the buildings will be new.

In historic and mid-century Centers, LCG believes the first policy priority should be to attract development and redevelopment (since little development has taken place, and there should be opportunities to attract development), followed by focusing on improvements to connectivity and walkability (e.g., improved street crossings and right of way improvements, as on East Sprague). In recent Centers, the focus should be to better connect commercial and residential developments that are already in place.

Figure 30. Centers Categories, Attributes, and Policy Approaches

Center Era	Historic	Mid-Century	Recent
<b>Key:</b>	Factor that suggests <b>more</b> development in the future.	Factor that suggests <b>less</b> development in the future.	
<b>Recent Development.</b> Significant development in last 20 years?	Minimal	Minimal	Significant
<b>Low Value Land.</b> Large amount of vacant land available for development?	Minimal	Minimal	Yes
Well Connected, High Walk Scores, Close to Downtown	Yes	Varies	Generally, No
Transit	Moderate to good service	Moderate to low service	Low service levels
Buildings near the end or past their economic lifespan?	Yes	Yes	No. Property owners will tend to allow existing businesses to remain and thrive.
Market Size: Number of property owners	Thick market: Many property owners and tenants.	Thin market: Fewer property owners.	Thin market: Fewer property owners.
Takeaways	Desirable today and will become more so in the future but will remain difficult locations for development.	Developers will consider redevelopment at Centers with strong demographics; others will be challenging.	Low cost/vacant land is likely to continue to develop; after this develops, redevelopment will be difficult since buildings are new.
Policy Priorities	1. Attract Development/ Redevelopment. 2. Improve Connectivity & Walkability	1. Attract Development/ Redevelopment. 2. Improve Connectivity & Walkability	1. Improve Connectivity & Walkability 2. Attract Development/ Redevelopment;
Implementation Frameworks	<a href="#">Main Street Approach</a> <a href="#">Incremental Development</a> <a href="#">Build Small</a>	<a href="#">Retrofitting Suburbia</a> <a href="#">Public Private Partnerships, ULI</a>	<a href="#">Retrofitting Suburbia</a> <a href="#">Public Private Partnerships, ULI</a>
Potential Center Models	Proctor, Tacoma; Ballard, Seattle; Alberta, Portland.	Downtown Kenmore and Bothell; Belmar, CO.	Mill Creek Town Center, WA; Orenco Station, OR. Belmar, CO.

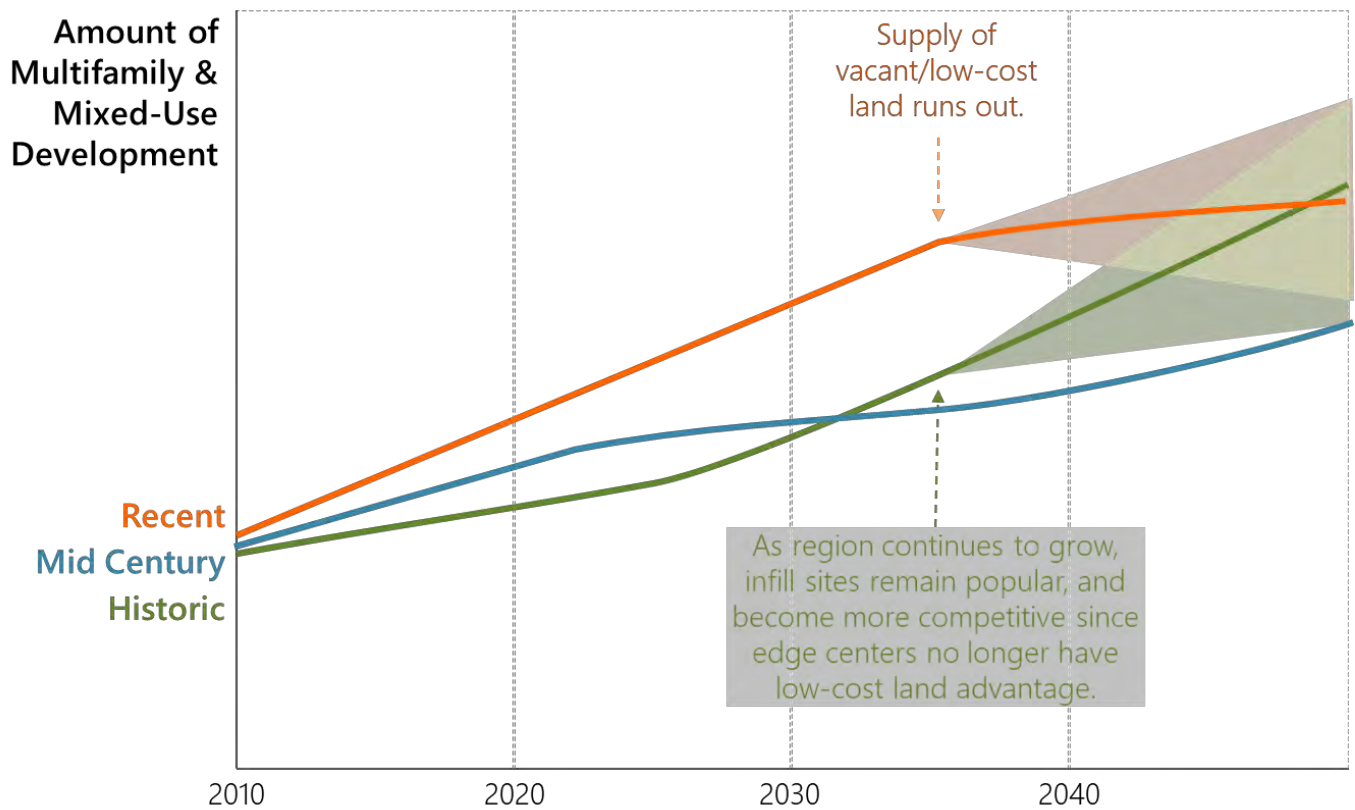
Source: Leland Consulting Group.



Figure 30 also shows some “implementation frameworks” and potential Center models. Historic Centers can use frameworks such as the Main Street Approach and Incremental Development, while the Retrofitting Suburbia and PPP approaches are better suited for mid-century and recent Centers.

Figure 31 shows another way to conceptualize LCG’s forecast for various types of Centers. The lightly shaded areas at right show that there can be significant variation along a general trend line. For example, while we project that historic Centers will attract more development over the next 20 years, the increase could be large or modest, depending on factors described in this report, such as the strength of the regional and city economy, interest rates, city zoning/regulation, incentives, and other factors.

Figure 31. Forecast for Historic, Mid Century, and Recent Centers



Source: Leland Consulting Group.



## Evaluation of Key Centers Attributes

Figure 32 shows a series of key attributes for all 23 of Spokane’s Centers and Corridors. In most cases, this figure shows “metrics” that have been assembled from several other data inputs. For example, the first metric shows a combination of the Center’s walk score, age of construction, connectivity (linear feet of streets within the Center), and distance to downtown, because these attributes combine to suggest the Center’s overall appeal for residents, tenants, and developers interested in mixed-use walkable communities. This metric allows us to combine inputs that are measured in different units (e.g., walk score number and linear feet).

The figure is organized to reflect the three Center eras: historic, mid-century, and recent. Within these categories, the Centers with the strongest metrics and the most promising prospects for higher-density, mixed-use development are shown first.

The second metric shows the concentration of small (1 and 2 person) households and white-collar employment. Both demographic attributes are correlated to demand for higher-density infill housing (see page 25). The third metric shows the Center’s per capita income as a share of the Center with the highest per capita income (Manito). Developers will generally seek to invest in residential and commercial real estate in areas where higher income households live. Per-capita income was chosen rather than household income, since smaller (urban) households often have lower household incomes but higher per capita incomes.

**Figure 32. Evaluation of Key Centers Attributes**

Name	Era	Type	Metric: Walk Score, Age of Construction, Connectivity, Distance to Downtown	Metric: Small Households, White Collar Employment	Metric: Per Capita Income	Metric: Development, 2001-2023	Metric: Recent Development, 2018-2026	Low Cost Land (Acres)
Monroe	<b>Historic</b>	Corridor	85	59	51	11	42	27
Garland	Historic	NC	73	54	55	0	24	7
West Broadway	Historic	NC	80	71	63	28	0	28
South Perry	Historic	NC	68	66	60	2	0	22
East Sprague	Historic	EC	66	52	46	8	0	32
Cannon & Maxwell	Historic	EC	70	55	50	1	0	20
Hillyard	Historic	Corridor	55	37	38	7	0	91
Manito Shopping Center	<b>Mid Century</b>	DC	59	79	100	2	3	7
14th & Grand	Mid Century	NC	64	98	88	1	0	22
Lincoln Heights	Mid Century	DC	54	80	61	5	9	20
Hamilton	Mid Century	Corridor	69	59	33	23	42	34
Trent & Hamilton	Mid Century	EC	54	76	27	7	0	56
Shadle	Mid Century	DC	47	61	69	0	0	35
Five Mile	Mid Century	DC	45	54	63	16	25	51
North Town	Mid Century	DC	57	54	46	8	0	10
Holy Family	Mid Century	EC	54	56	48	29	6	13
North Foothills	Mid Century	EC	54	49	48	4	10	19
Indian Trail	<b>Recent</b>	NC	33	66	96	67	100	41
57th & Regal	Recent	DC	33	89	81	100	82	24
Southgate	Recent	DC	33	84	72	56	0	55
Lincoln & Nevada	Recent	NC	33	56	65	19	0	61
SFCC	Recent	NC	27	68	73	19	12	32
North Nevada	Recent	EC	35	56	49	23	4	80

Source: Leland Consulting Group.

The two development metrics show the amount of development that has taken place over the past two+ decades (2001 to 2023), and the recent past and near-future development pipeline (2018 to 2026). Both of these can indicate development momentum. The final column shows the acres of low-cost land valued at \$20 per square foot or less.

Some notes on individual Centers are:

### Historic Centers

- Monroe: Highly walkable and connected; highly accessible to downtown. Reasonably good demographics; recent development momentum.
- Garland: Well-connected; household size and employment not as favorable as Monroe but incomes higher; planned development is very encouraging. Minimal land available.
- West Broadway: Well-connected and close to downtown/central Spokane and Kendall Yards. Strong demographics and incomes. Significant development over the past two decades suggests future demand. No development in the pipeline. LCG projects some continued development and adaptive reuse projects here in coming decades.
- South Perry: Well-connected; reasonably good demographics, particularly incomes. One modest size for-sale townhome housing project has been completed but is not reflected in the development data. Multiple adaptive reuse projects. One small retail development completed over past two decades, and no known development projects in the pipeline. Absence of projects in the pipeline likely reflects minimal low-cost land and small lots, which will continue to present a challenge.
- East Sprague: This Center has seen numerous adaptive reuse projects and is successful from that point of view, but minimal new residential or commercial projects. Development to the north and west are likely to generate some more demand for new development, but no known development is in the pipeline. Designated as an Employment Center, but future development is still more likely to be commercial adaptive reuse and multifamily, rather than general employment; zoning should allow these development types.
- Cannon & Maxwell: Well-connected and reasonably close to central Spokane; Walk score suggests presence of neighborhood amenities. Very small amount of historic development and none in the pipeline. Designated as an Employment Center, but future development is still more likely to be commercial adaptive reuse and multifamily, rather than general employment; zoning should allow these development types.
- Hillyard: This Center has a charming historic main street; however, it is far from downtown and has a relatively low walk score, likely reflecting the large number of regional serving antique stores and small number of neighborhood-serving businesses; current employment, household, and income demographics are relatively weak. The large amount of low-cost land is likely reflecting industrial land, and potentially some publicly owned land associated with WSDOT's North Spokane Corridor project, and therefore probably does not offer significant opportunities for higher-density, mixed use development. Higher density development is possible here given the historic fabric, but it is likely to lag most or all of the historic Centers above.

### Mid Century Centers

- Manito Shopping Center. The highest incomes of all Centers; small households and high levels of white-collar employment. This should be a desirable location for developers to continue to complete commercial adaptive reuse projects and add housing if possible. However, the small amount of low-cost land and existing large format retailers will present challenges.
- 14th & Grand. Very high prevalence of small households and high levels of white-collar employment; high incomes. A high connectivity metric reflects the area's well connected street network and proximity to downtown, but fails to accurately reflect challenges such as high traffic speed and narrow/incomplete sidewalks. Similar to Manito, we would expect developers to show interest in adaptive reuse and/or development here, but nearly no development has taken place. The City should consider a four-to-three lane "road diet"/roadway improvement for several blocks on Grand, particularly if it can be paired with some adaptive reuse/storefront improvement grants for a few of the historic commercial buildings.

- Lincoln Heights. Similar to Manito and 14<sup>th</sup> and Grand, above, though incomes and connectivity are lower.
- Hamilton. While incomes are relatively low, proximity to universities could make this a desirable development location.
- Trent & Hamilton. Similar to Hamilton above.
- Shadle. Most land in this Center is controlled either by large-format commercial uses or large-format public property owners (middle school, high school, library, parks, surface parking). The large-format commercial uses are unlikely to change in the near term. Redevelopment or reuse of the public properties is possible but seems unlikely based on the input LCG has received. Highly imaginative planning, along with shared or structured parking, could enable higher-density mixed use development on public properties. This center is not very well connected. Demographic indicators are reasonably good.
- Five Mile. This Center has more in common with many recent Centers. While there has been significant development over the past 20 years, it has been disconnected, surface parked commercial and multifamily. Connectivity is low and demographics are moderate. Several large, undeveloped sites remain east of Ash Street and appear to be developable, likely as multifamily. The remaining development sites are small or highly sloped. Following development of the existing undeveloped sites, additional development will be challenging due to high acquisition costs.
- North Town. The NorthTown Mall is located here. Malls represent a unique redevelopment/reuse opportunity that is much different from neighborhood-serving, grocery anchored retail Centers. While grocery-anchored retail has been resilient and appears unlikely to change in the near to medium term, many malls are in a state of dramatic change as anchors such as Sears, JC Penny, and others face existential challenges from online shopping, and consumer shopping preferences shift away from malls. Many malls are being redeveloped as mixed-use destinations and adding significant amounts of housing, sometimes along with other uses. The south side of the mall, particularly the former Sears space, presents a significant adaptive reuse or redevelopment opportunity. The abundant structured and surface parking could probably support more housing. However, redevelopment and reuse will be challenging since most property is already utilized in some way, and because the incomes and household demographics in the surrounding area are modest. A public private partnership employing tax increment financing or other tools may be possible.
- Holy Family. Not well connected with modest household and income demographics. Designated as an Employment Center due to the presence of the Providence Holy Family Hospital and many related healthcare services here. Healthcare uses present an opportunity to add housing, medical offices, and other uses. This is the location of the largest amount of employment development in all of the Centers over the past two decades, a series of medical offices and clinics. It is not clear whether this trend can continue as the area appears reasonably built-out. Higher-density housing has been built in proximity to medical campuses (e.g., South Waterfront, Portland), but should be strongly supported by medical institutions and carefully planned.
- North Foothills. Employment Center. Weaker demographics than most other mid-century Centers. A campus of historic buildings is occupied by the City of Spokane's Water Department. Most land appears built out. A modest amount of multifamily and industrial development has taken place.

### Recent Centers

- Indian Trail. Very strong development momentum over past two decades. Several large undeveloped properties remain within the Safeway-anchored commercial center. These could be developed as commercial or multifamily; commercial is more likely. Following development of these sites, development is likely to slow significantly, since a modest amount of low-cost land remains. Single family development, outside of the Center, is likely to continue for many years. There are a significant number of commercial uses and housing here, so city transportation investments to enhance road crossings, connectivity, and aesthetics are possible.
- 57th & Regal. A major assisted living project is underway. Some vacant/buildable sites remain, both within and near the center, which should build out during the coming years. Household demographics and incomes are reasonably

strong. Following development of the readily vacant/available sites, development is likely to slow significantly. There are a significant number of commercial uses and housing here, so city transportation investments to enhance road crossings, connectivity, and aesthetics are possible.

- Southgate. Similar to 57<sup>th</sup> and Regal.
- Lincoln & Nevada. Not well connected, low walk score. Moderate demographics. A large amount of vacant, commercially zoned land is located at the main intersection and will probably be built out as surface parked commercial in the coming years. A large amount of vacant light industrial land is located in the northeast part of the Center and beyond; the zoning for some or all of this property should be reconsidered, and potentially rezoned to allow commercial, middle housing, multifamily and other uses.
- Spokane Falls Community College (SFCC) is a unique center. The dominant use is the community college, which is complemented by wood frame apartments and some other uses. It has the lowest metric for walk score and connectivity of all the Centers, since it has very few commercial uses and low connectivity. Household demographics and incomes are reasonably strong. Some low-cost and vacant land remains, both within and near the center, though some of this land is owned by the community college. Some opportunities for commercial and additional multifamily development remain, and LCG expects development on these properties. The primary question is whether a significant commercial component will be added at Whistalks Way and River Ridge; this is unclear as developers may continue multifamily development on this site.
- North Nevada. Not well connected. Designated as an employment center, but no major employers are apparent. Modest household demographics and relatively low per capita incomes. A large amount of vacant/low-cost land is within the ¼ mile center radius, but is located outside the city and therefore future development is uncertain. The location of the center “placemark,” between East Jay and Holland Avenues, is not at a major intersection. Spokane International Academy appears to control a large and underutilized property; we assume, however, that this site will continue to be used for education in the future and therefore will not be available for development. The very low population density to the east, and high levels of retail competition to west, will make commercial development difficult here. Unless annexations and/or rezonings are completed at this Center, it is not clear that it merits focus as a Center location for future mixed-use development.

## Implementation and Incentives

The City’s ability to encourage more development in Centers goes far beyond its zoning code. In order to catalyze more success in the City’s Centers, it will be critical to make the City’s interim Building Opportunity and Choices for All “BOCA” zoning standards permanent, and in some cases modify BOCA interim housing code standards (as covered in companion analysis by MAKERS urban design). However, the City can and should do more. A series of implementation actions are listed below, with the “low hanging fruit” (most likely to be achieved) at the top. City efforts should be focused on the Centers that have the most potential to accommodate higher-density mixed-use development, either based on this analysis, other parts of the Centers and Corridors update study, or other City initiatives.

- Zoning modifications
- Design Review modifications
- Simplify, streamline, and shorten the development review process in Centers.
- MFTE program – retain and refine if necessary.
- Continue to partner with other public agencies, such as the STA TOD program. Explore partnerships with other parties, such as affordable housing developers.
- Make streetscape improvements, such as those completed on North Monroe and East Sprague, crossing improvements, and other multimodal transportation improvements.
- Market and promote the concept of walkable, higher density, mixed-use development in Centers to development groups such as the Urban Land Institute (ULI), even if it evolves over time into a mixed-use zone or other regulatory framework.

- Continue to stay abreast of implementation frameworks such as the Incremental Development Alliance, Retrofitting Suburbia, and public-private partnerships via the ULI.
- Invest in district-wide utility and public works improvements and assurances of capacity (e.g., to water, sewer, stormwater, and/or other systems), which can give developers assurance regarding the condition of existing systems and the amount of utility improvements they will be required to make. If necessary, establish area-specific impact fees that distribute the cost of these improvements across all new development within a defined area.
- Expand the city's storefront improvement grant program, which has largely been applied to Centers areas during major roadway construction projects.
- Establish Business Improvement Areas (BIAs or BIDs, such as the one in East Sprague) in Centers locations where there is an organized business community. Help to organize the business community where momentum appears possible, particularly in historic Centers.
- Seek to implement reduced Transportation Impact Fees in Centers locations that have with existing transportation infrastructure, and reduced fees for projects that create fewer automobile trips via smaller unit sizes, bike parking, and other transportation demand management (TDM) measures.
- Consider completing SEPA planned action ordinances or similar, if SEPA compliance becomes an issue for developers.
- Consider public sector (e.g., City or STA) acquisitions of land in key locations, which could advance key city priorities such as affordable housing or mixed-income housing. Engage a broker to provide the City with information about properties that are for sale.
- Ensure that developers and investors have access to information about the location of HUD-designated Opportunity Zones, as investors receive tax benefits from investing in these areas.
- Explore the creation of Tax Increment Financing Areas (TIA). Washington cities are now able to create up to two TIAs within their boundaries; Counties and Ports are also able to create up to two TIAs. Because a very limited number of TIAs can be created, they may be located in the most intensely developed parts of the city, such as downtown.
- Participants in this process have also mentioned other implementation actions that are "long shots." For example, one developer mentioned that the Washington State Sales Tax may be waived in certain circumstances where cities are seeking to encourage redevelopment. LCG is not aware of any such programs. A [land value tax](#) is a modified form of property taxation whose proponents argue that it would encourage higher-density development and discourage the underutilization of land. Such a tax would probably require significant changes to statewide tax law.

# Appendices

## Developer Interviews: Key Takeaways

During summer 2023, Leland Consulting Group (LCG) interviewed four developers who have recently built commercial, residential, and mixed-use projects in Spokane, in order to inform the Centers & Corridors Update Study. All have been involved in infill projects that could be well-suited to the City’s Centers and Corridors areas. The developers’ names, firms, headquarters locations, roles (e.g., developer, broker, and/or owner), and notable projects are shown below. The purpose of the interviews was to get the developers’ feedback about the types of zoning, design review, and other public agency policies that could encourage pedestrian oriented, mixed-use development in Centers, as well as to understand other issues that are currently affecting development in Spokane’s Centers. This document summarizes the developers’ feedback, which will also be incorporated and refined in LCG’s forthcoming Market Analysis report. (For the sake of brevity, we use the term “Centers” in the remainder of this document to refer to both Centers and Corridors.)

Name and Firm	HQ Location	Developer?	Broker?	Owner of numerous developable properties in Spokane?	Notable Project(s)
Jim Frank, Greenstone Development	Spokane	Yes	No	Unknown	Kendall Yards
James Gallina, Millennium Northwest	Spokane	Yes	No	No	<b>Centers: Millenium Monroe; North Hill, Garland;</b> Millenium by Kendall Yards
Dean Papé, deChase Miksis	<b>Boise</b>	Yes	No	No	The Warren Apartments, Downtown Spokane
Jim Orcutt, NAI Black	Spokane	Yes	<b>Yes</b>	<b>Yes</b> (Monroe, Garland, other)	<b>In Center: 1013 West Garland (Adaptive reuse)</b>

These interviews with developers were very valuable, as they provided historic and current local perspectives on a wide variety of issues. Their different perspectives—local vs. regional, focus on large-scale, downtown projects vs. small adaptive reuse projects—shed light on different issues. However, it should be noted that no survey of four individuals can completely reflect the complex dynamics affecting development in Spokane—there are other developers active in Spokane who have different perspectives and are making different development decisions than these four, as well as the perspectives of a wide range of community members. Therefore, these interviews are both incredibly useful and incomplete.

Readers may also notice that in some cases, the developers interviewed have different opinions regarding the same topic. For example, some developers saw the design review process as extremely onerous, while at least one other did not. Not all developers are the same.



While we believe that most of what is documented below is accurate, some developer feedback may reflect perception (or misperception) rather than reality. LCG cannot guarantee the accuracy of all claims made by interviewees. In some cases, we are reporting what we heard. We have attempted to independently evaluate most, but not all, claims. More verification will take place in our Market Analysis report.

All developers indicated that they would be willing to participate in follow-up questions or interviews; the three developers based in Spokane seemed to be the most open to future participation.

## Rents and Market Conditions

- **Rents** downtown (about \$2.40 per square foot per month at the Warren) are not high enough to support most mid-rise development. (We consider “mid-rise” development to have structured parking and generally be four to seven stories.)
  - Rents downtown do not seem to be significantly higher than in other parts of the region (e.g., Liberty Lake), so why build in urban sites where costs will be higher? Development in suburban jurisdictions is easier. “People are very comfortable driving to the valley” and rents are comparable there.
  - Due to achievable rents, many landowners are opting to hold on to their land rather than sell.
  - (In most regions, the highest apartment rents are downtown, and downtown has a “rent premium” over other locations that are further from downtown’s base of jobs and amenities.)
- Rents in Centers of \$1,300-\$1,500/month for a one-bedroom apartment in Centers make it very difficult for projects to pencil.
- **Absorption** downtown has been slower than we had hoped. (The Warren has taken more than 1 year to lease up, and studios have been particularly slow to lease.)
- **Demographic categories downtown.**
  - Our downtown project has been successful in attracting **younger renters**.
  - We have not been successful in attracting several other key demographic categories that we have seen in other projects: **seniors/retirees**, and **middle-aged one and two person households**.
- Concerns about **homelessness and safety** downtown.
- **Boise.** We plan to invest again in mid-rise development in Boise again, but don’t anticipate investing in Downtown Spokane again in the near future.
- **Development Types.** Most development in Centers is likely to be one of two types for the foreseeable future:
  - Adaptive reuse of commercial buildings.
  - Multifamily housing development, potentially with ground floor commercial space.

## Land Availability

- **Existing land uses.**
  - Most properties in historic Centers are already “built out” / developed. Some “greenfield” land is still available in further-out Centers.
  - **ROI.** In many/most cases, maintaining the existing land uses (such as low-density commercial buildings or surface parking) generates a higher return on investment than redeveloping into housing or mixed-use projects.
  - **Current economics** allow multifamily/mixed-use developers to offer about \$20,000 per door for land in most center and suburban locations; this likely translates into offering prices of about **\$20 per square foot** for land in Centers.
- There is still a lot of developable land downtown. Some developers will continue to build there before building in Centers.
- **Parcel Size.** Many parcels in Centers are small and shallow, which makes it very difficult to build projects of adequate scale and density.
- It is difficult to consolidate/assemble parcels within many parts of the city.
- **Large land holders** in “wait and hold” mode that remove properties from development potential. Specific properties owners mentioned include Douglass Properties, Cowles Company, Orcutt, and Diamond Parking.

## Cost of Development

- **National Issues.** Several development cost issues are of great concern to developers, but are issues that are affecting all development nationwide, and therefore may not put development in Spokane at a disadvantage compared to other locations:
  - **Construction costs** have increased rapidly in recent years, due to a hot economy, inflation, additional regulations, interrupted supply chains, and other issues. Developers cited current hard costs of construction at about \$220 to \$240 per square foot, with total project costs (including land, hard cost, soft costs, and financing) being significantly higher.
  - **Energy Code.** The state recently updated its energy code to the 2021 Washington State Energy Code (WSEC)-R. While these updates will reduce residents’ energy costs, they increase the cost of residential development.
  - **Interest rates** are much higher—sometimes twice as high—in 2023 than they were as recently as 2022, which increases the cost of construction, ongoing debt service costs (i.e., mortgage payments), and potentially other costs. This could be an obstacle to development for the just the short-term or maybe the long-term.
  - The combination of higher construction costs and interest rates, and moderate rents in Spokane create an environment in which some projects that would have been feasible in 2021 or 2022 are not in 2023.
- **Versus Idaho.** The following taxes and fees increase the cost of development in Spokane when compared to comparable developments in Idaho:
  - **Washington State sales tax (WSST)** increases the cost of development by **9%**.
  - **The Real Estate Excise Tax (REET)**, which is approximately **3%**, is a cost to developers if/when they look to sell their finished property.
  - Other

## Regulatory Environment: Zoning, Design Standards, and Other Regulations

- **Zoning is not perfect, but it’s not *the* problem.** Developers generally do not view the zoning code and development standards under BOCA as a big obstacle to development in the Centers and Corridors; BOCA is an

improvement (Section 17C.400.040 Pilot Center and Corridors Development Standards - <https://my.spokanecity.org/smc/?Chapter=17C.400>)

- Existing (non-BOCA) **height maximums** in most Centers prevent a 5-over-1 podium project.
- There is lack of clarity about whether maximum heights include parapets, rooftop structures such as elevators and mechanical; rooftop decks are often prevented by the fire department.
- Floor heights in buildings have been increasing in recent years. The ideal height for restaurants and other desirable ground floor commercial spaces is 15 to 20 feet; residential upper floors are 11 feet floor to floor. That it is easy for a 5 over 2 building to get to 85 or 90 feet, depending on how the ground level and rooftop appurtenances are measured.
- The parking regulations in BOCA are good but in the base code are too high.
- **BOCA or similar standards should be made permanent.** Developers were concerned about building to the “interim” BOCA standards because development projects take years from concept to completion and these standards could be rescinded or changed. Therefore, developers feel more comfortable building to the “permanent” standards—even if they are less favorable, they will be around for years.
- **The City’s Design Standards deter development in Centers.**
  - [Design Standards](#) require developers to undertake a lengthy and unpredictable design review process for most development within Centers. The process can take months or years to complete, and requires more time and budget to be allocated to land holding costs and interest payments, architects, engineers, consultants, etc. In most cases, particular requirements seem reasonable—the time and unpredictability are the issues. In some cases, developers felt that requirements do seem unreasonable, such as the reported requirement that all sidewalks must be 12 feet wide and paved; one developer interviewed felt that wide sidewalks with wide (unpaved) planter strips are more appropriate in some center locations.
  - The Design Review Board (DRB) is often too stringent with design review and process of being granted a variance is onerous and long.
  - The City should consider reforms to the design review process, for example, enabling the planning director or hearing officer to make decisions on design standards.
  - **Developers with experience in other metro regions** felt that Spokane’s design review process was *not* more onerous.
- **City Silos.**
  - Developers pointed out that there are at least two major permitting “silos” within the City:
    - Planning, Zoning, and Economic Development
    - Engineering and Public Works in another.
  - This creates a few major problems:
    - The two silos work on different timelines. One department may be ready to approve a project, while the other may be months away. There is no staff person who can align the two silos.
    - The Engineering and PW process can be very onerous and can require developers to study stormwater, water, sewer, etc. issues early on in the development process—which is an expensive deterrent—and Eng and PW may require developers of small sites to solve district-wide stormwater, water, sewer, etc. issues. “Someone building 1 or 2 lots should not be required to build out 300’ of sewer and water pipes.”
    - Engineering and PW issues on infill lots should be easier than greenfield lots since everyone knows the existing conditions of infrastructure surrounding the site.
    - The Eng and PW process deters infill development.
- **Urban Forestry.**
  - “We want trees in our city as much as our neighbors.”
  - The [Urban Forestry](#) process needs to be better defined. There are too few clear and objective standards such as the species and size/diameter of trees that must be retained. This makes the process feel

arbitrary and can cause projects to be redesigned late in the development process, creating significant expense and/or reducing the value of the final project.

- **Energy Code.** See discussion of the new 2021 Washington State Energy Code (WSEC)-R in the cost section above.
- **Other.** Several regulatory issues were not mentioned during our conversations, but in our experience, are significant obstacles in other markets, particularly for infill projects:
  - Surprisingly, **SEPA** did not come up as a significant regulatory obstacle in our conversations.
  - **Stormwater.** Often, when developers are redeveloping commercial or industrial properties into housing or mixed-use projects, they must complete extensive stormwater improvements in order to retain stormwater on site and minimize pollution. This can be a strong incentive to retain properties in their existing use.
- **The issue is not one challenging regulation, but many.**
  - This is an issue that seems to be challenging development in many cities. According to the [New York Times](#), “Piles of regulations, or “kludge,” and a culture of “no” are limiting” development in New York and many other metro areas.
- **Streamlining.**
  - The City should consider consolidating permits under a single entity, empowering certain staff to make decisions within both the Planning and Engineering, or taking other actions that streamline the process. [This is currently under discussion in Portland ([1](#), [2](#)) and other cities.]
- **A simplified Mixed-Use zone** would simplify understanding of CCs within broader citywide zoning context; many developers are currently “scared” of working in the CCs. The term “mixed-use” sends a clearer message to developers about what the City wants and allows in the area. CCs have a bad reputation.
- **Allowing rezoning to Mixed-Use.** The existing framework constrains the possibility of new Centers being formed. A standardized set of MU zones would simplify this process and allow property owners to go through the process of making a zoning change.

## City Investment and Incentives

- **Public investment in streetscape improvements can have a major impact on revitalizing Centers.** East Sprague is a good example. The City should align their resources in areas with active business owners and other development incentives.
- **Some incentives are not well aligned.**
  - For example, the City offers the MFTE and GFC waiver programs, but the locations where they are available are not the same.
- **Multiple-Family Housing Property Tax Exemption ([MFTE](#))**
  - **This is a very important incentive.** “We would not have been able to build the Garland project without the tax exemption program.”
  - However, there are issues with the program. The 12-year exemption requires ongoing monitoring of tenant incomes, and the details of the income collection process are not completely clear. This monitoring may increase property management from 8% to 10% of total operating income. In addition, the application process is more difficult to navigate than it should be. This prevents other developers from taking advantage of this important financial incentive.
- **General Facilities Charge and GFC Waiver.**
  - The [GFC Waiver](#), which can be secured for projects that include some affordable housing, is also an important incentive.
  - As mentioned above, this incentive may not be available in all Centers locations, or all locations where MFTE is available. In addition, developers indicated that they cannot be certain that they will receive the GFC waiver until late in the development process, making early-stage financial feasibility analysis

difficult. [However, LCG’s review of the City code indicates that all developers who build certain types of affordable housing should be able to secure the GFC waiver.]

## Perceptions of the Spokane Market

- **The Spokane region** is still stuck in an auto-oriented culture of development—the City will need to make infill development much easier if it wants to promote the kind of walkable, pedestrian friendly neighborhoods that are promoted in policy. Spokane is many years or even decades behind other western metro areas. The market has not matured to the point where demand for dense, walkable neighborhoods and mixed-use development has expanded beyond the downtown and Kendall Yards (even there, mindset is more auto oriented than many cities).
- **The City of Spokane is missing out on growth** that is coming to the region and suburban communities, because infill development is harder because of market, logistical, and regulatory reasons. Many developers will prefer to go to suburban jurisdictions where development is easier.
- By missing out on development, **the City is also missing the opportunity to add new middle- and higher-income households**, and on the **opportunity to capture much more public revenue**—sales tax, property tax, impact fees, and other revenue.

## Additional Charts

Figure 33. Acres of CC and Mixed-Use Zoned Land versus Amount of Development

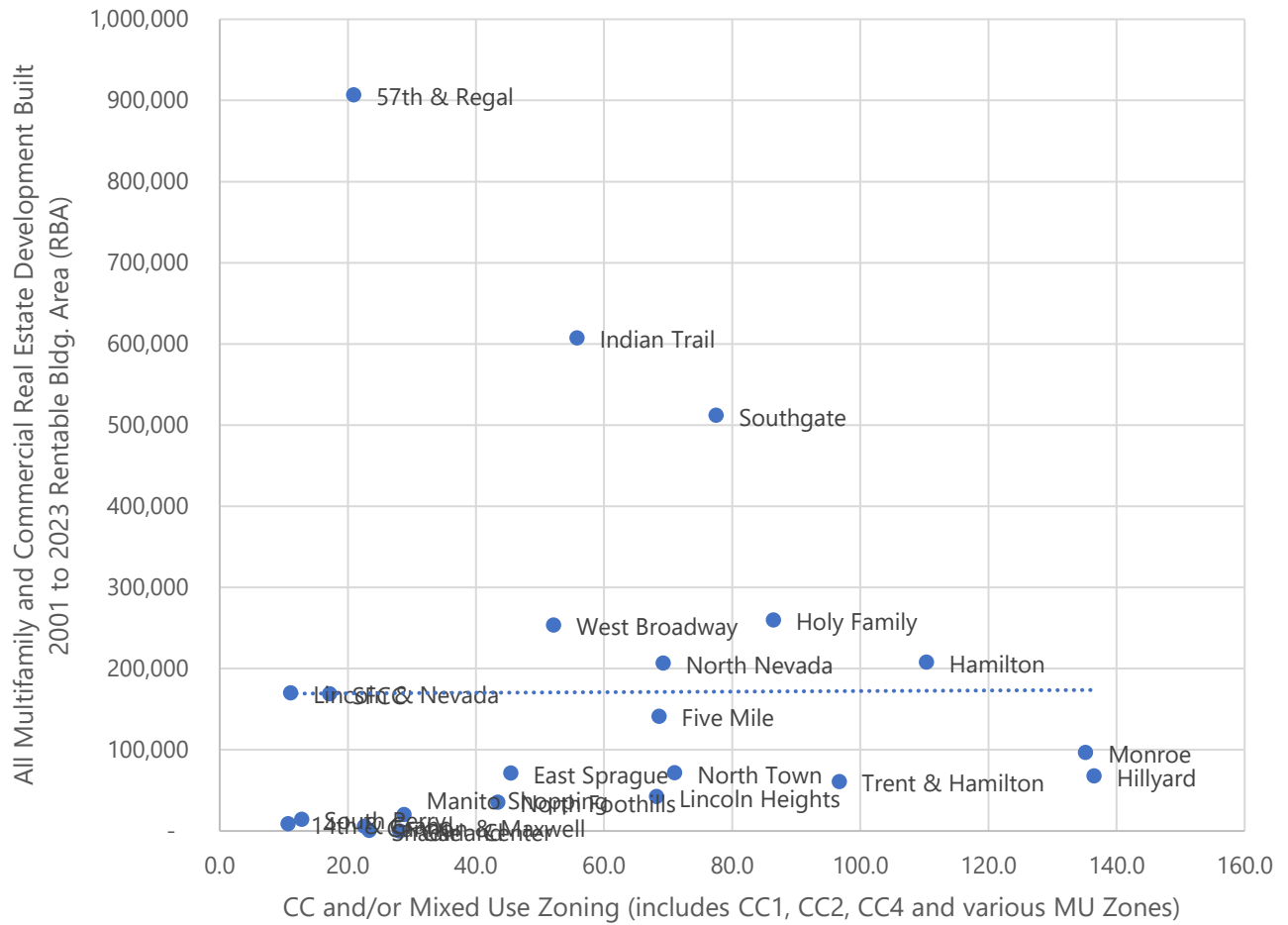




Figure 34. Acres of CC and Mixed-Use Zoned Land

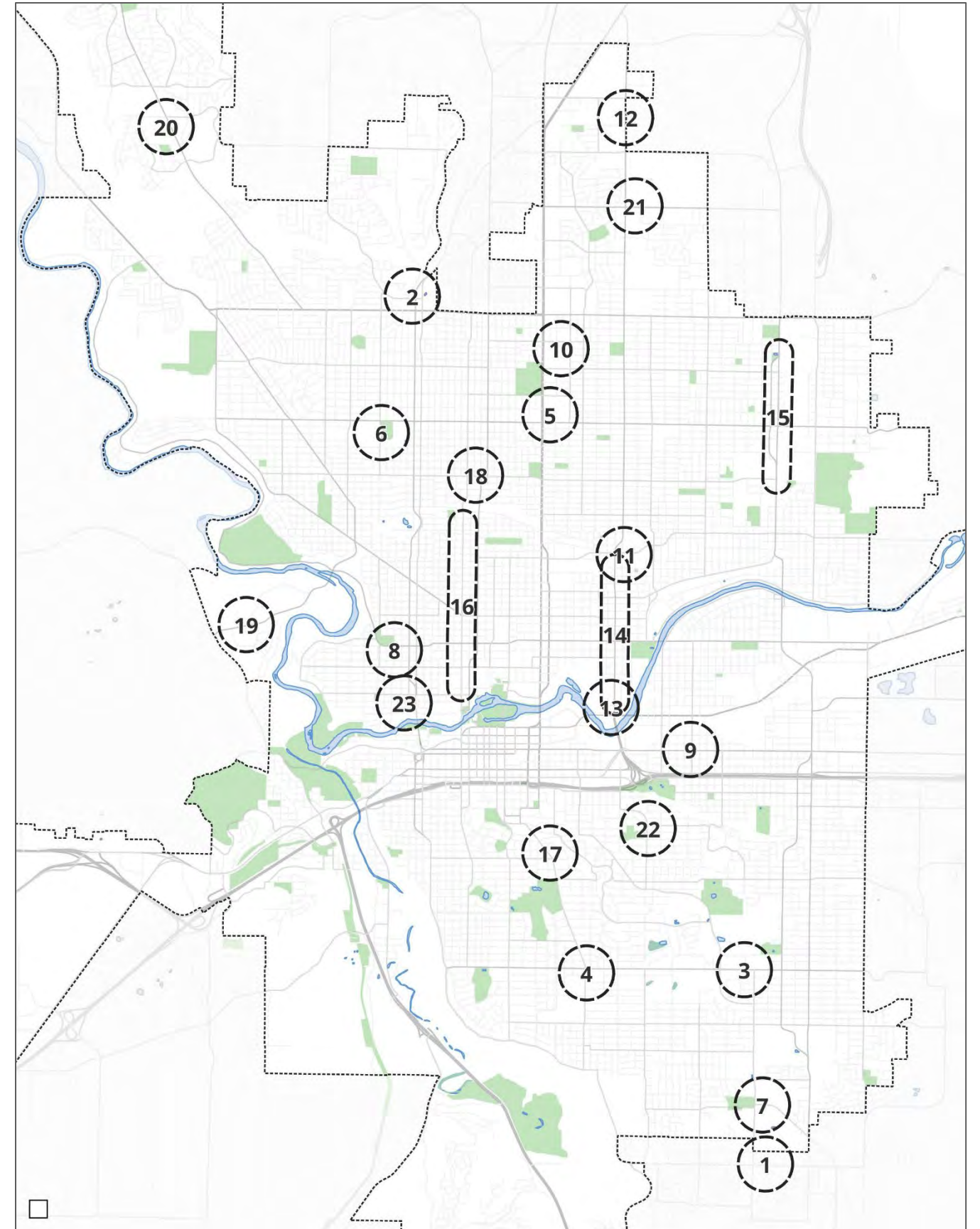
Name	Zoning: CC1 acres	Zoning: CC2 acres	Zoning: CC4 acres	Zoning: other MU (CA1-4, CB, DTG, DTU, GC, OR, O or NR)	Total: CC and/or Mixed Use Zoning (includes CC1, CC2, CC4 and various MU Zones)
57th & Regal		20.9			20.9
Five Mile				68.6	68.6
Lincoln Heights	1.2	57.5	0.6	8.9	68.2
Manito Shopping Center	13.0	12.0	2.2	1.6	28.8
North Town				71.0	71.0
Shadle	3.9	19.4			23.3
Southgate		47.1		30.4	77.5
Cannon & Maxwell		18.6	1.7	2.3	22.6
East Sprague	27.5	17.9			45.4
Holy Family		51.6	4.4	30.4	86.4
North Foothills	33.8			9.6	43.4
North Nevada				69.2	69.2
Trent & Hamilton	42.8			53.9	96.7
Hamilton	41.6	1.7		67.0	110.4
Hillyard	31.8	65.5	26.6	12.7	136.5
Monroe	5.9	68.2		61.1	135.2
14th & Grand	8.2			2.5	10.7
Garland	24.6			3.5	28.1
SFCC				17.2	17.2
Indian Trail		37.0		18.8	55.8
Lincoln & Nevada				11.1	11.1
South Perry	12.8				12.8
West Broadway	27.8		2.1	22.2	52.1
<b>Total</b>	<b>274.8</b>	<b>417.4</b>	<b>37.6</b>	<b>562.0</b>	<b>1291.7</b>

# Spokane Centers and Corridors

## Center Evaluation Study

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# 1. 57th and Regal – District Center

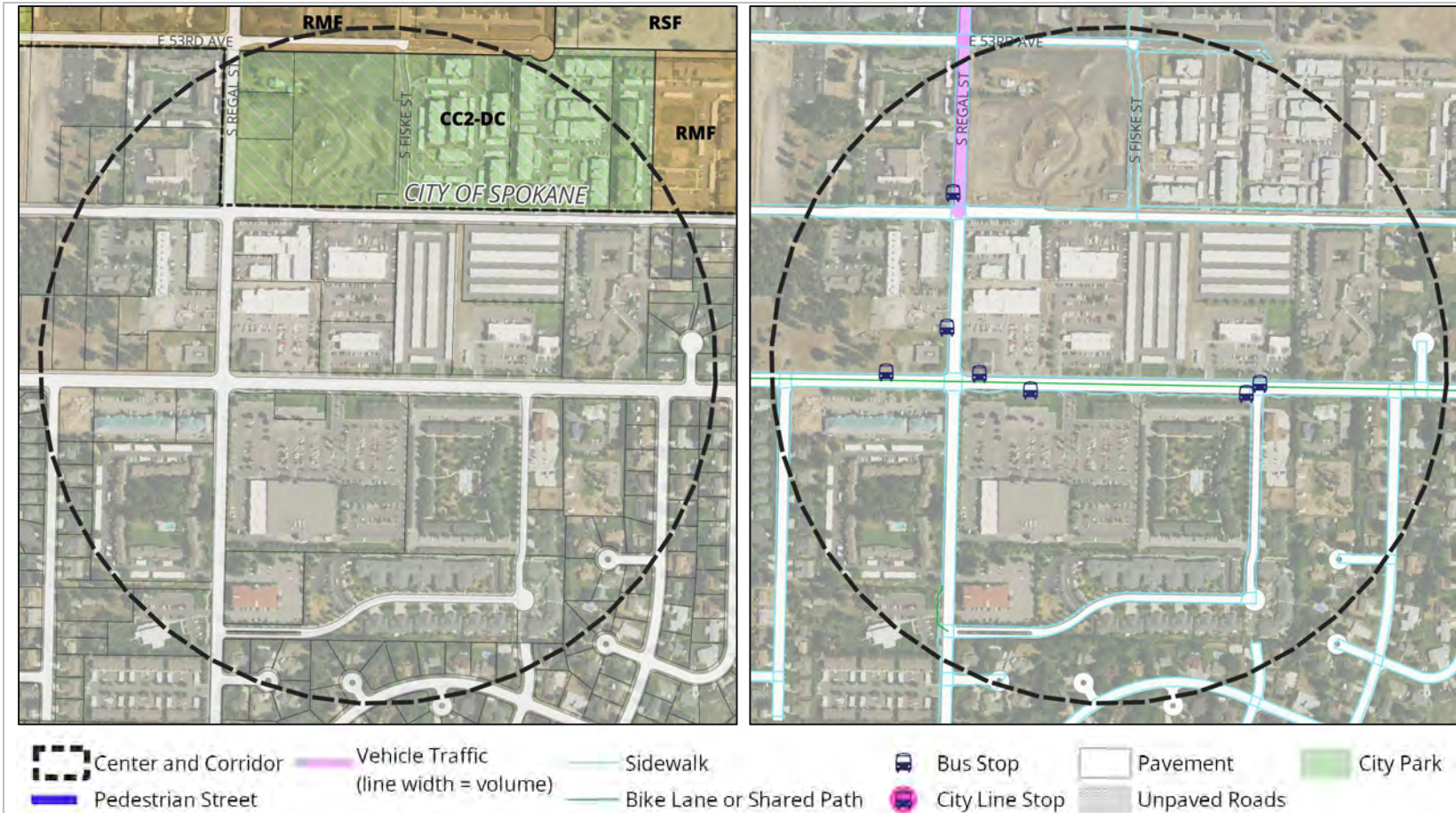
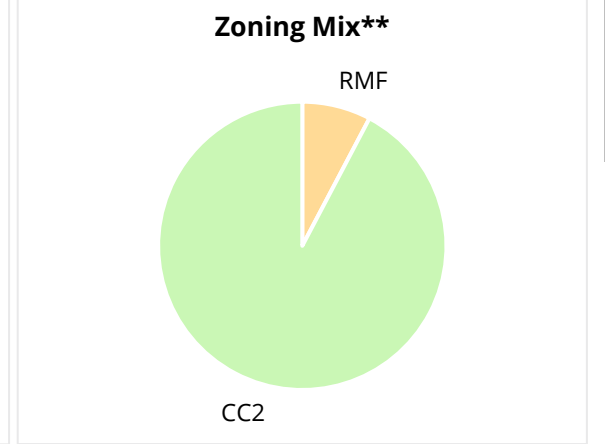
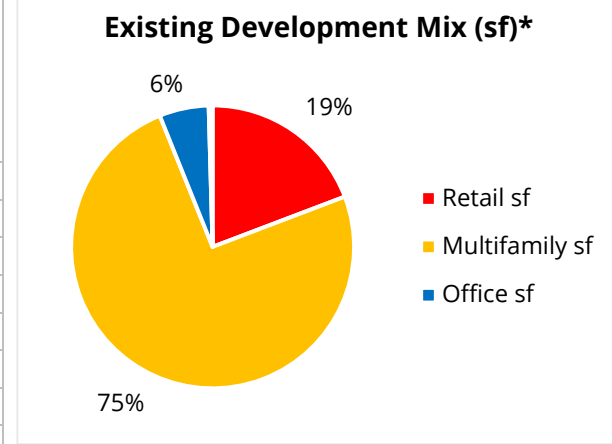


Image source 1-2: Google maps © 2023 Google.

**Description:**  
 Sprawling area mostly south of city limits. New multifamily development along side commercial/flex uses and self-storage. Doesn't function as an identifiable "center".

<b>Households</b>	16.0 per acre
<b>Development era</b>	Average year built: 1997.
<b>Primary street</b>	57 <sup>th</sup> Ave
<b>Traffic / width</b>	Three lanes
<b>Transit</b>	Route 4, four buses per hour; Route 144, four buses per hour
<b>Walking conditions</b>	Extremely poor connectivity with few crossings of arterials
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Southeast Sports Complex at Southgate center
<b>Public schools nearby</b>	Mullan Road Elementary, 1 mile away; Carla O. Peperzak Middle School, 1 mile away
<b>Retail mix</b>	Safeway, strip malls, some page retail. Highly auto-oriented.
<b>Residential mix</b>	Mostly apartments and duplexes.
<b>Employment mix</b>	Some automotive businesses, small offices and medical services.
<b>Major landowners</b>	5 LLCs within City boundaries – apartment developers



\*Does not include single-family residential development. \*\*Zoning does not include areas outside Spokane city limits.

<b>Average land value:</b>	\$5.26 per sf
<b>Recent development (since 2003):</b>	Multifamily: 400,000 sf
	Office: 48,165 sf
	Retail: 25,175 sf



## 2. Five Mile – District Center

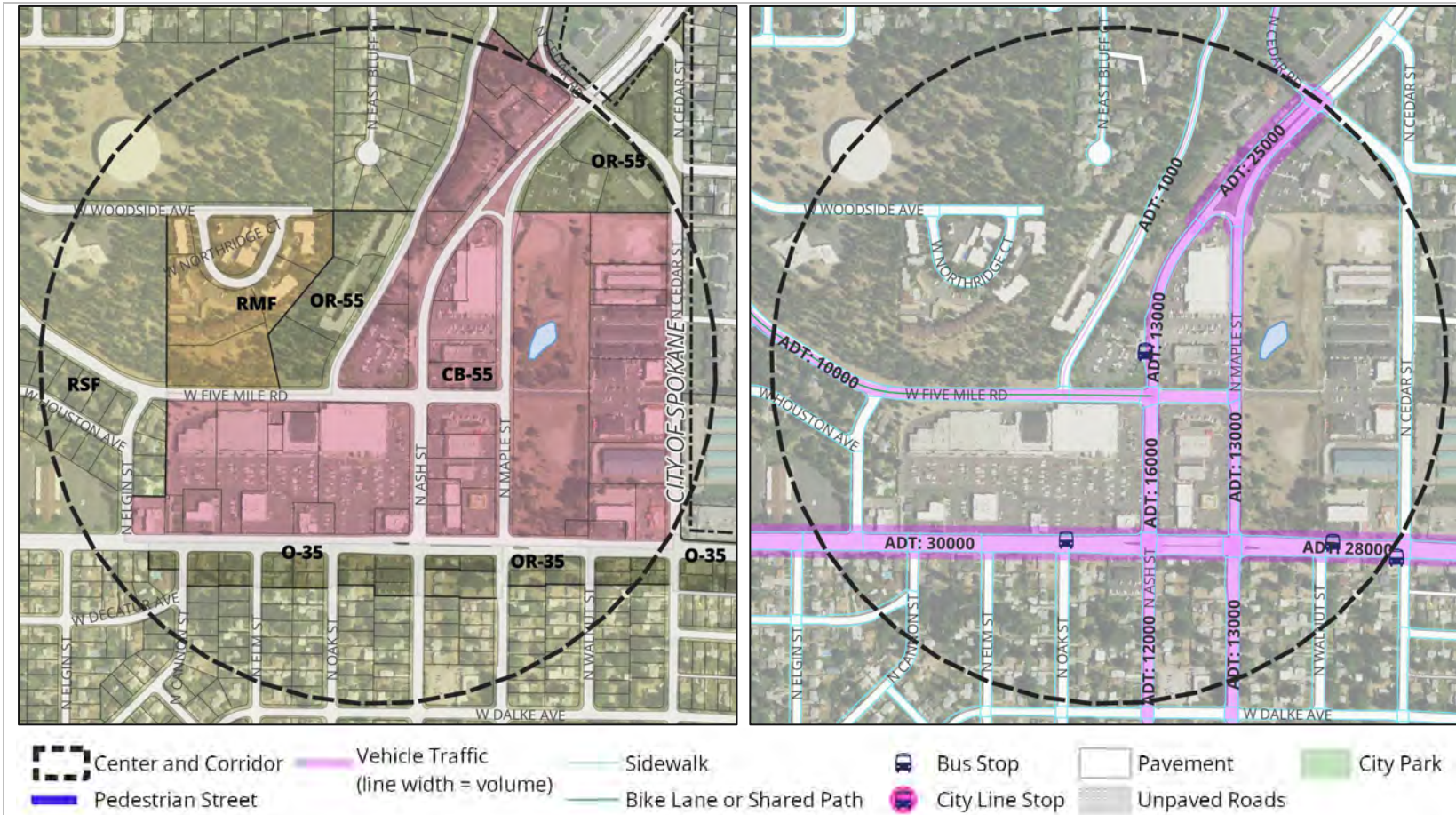
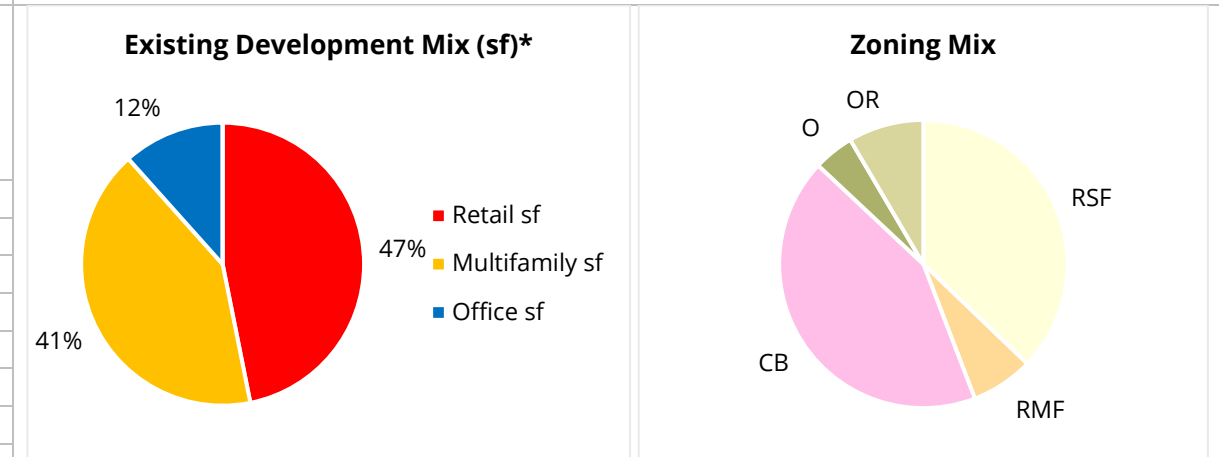


Image source 1-2: Google maps © 2023 Google.

**Description:** Post-war suburban style shopping center. Mix of stores and restaurants with some multifamily, surrounded by low-density residential. Vacant stormwater management areas create gap in urban fabric. Auto-oriented buildings and difficult to cross arterial make walking challenging.

<b>Households</b>	4.9 per acre
<b>Development era</b>	Post-war. Average year built: 1979.
<b>Primary street</b>	W Francis Ave
<b>Traffic / width</b>	28,000-30,000 ADT / five lanes
<b>Transit</b>	Route 4, four buses per hour; Route 35, two buses per hour
<b>Walking conditions</b>	Moderate
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Loma Vista Park (5.7 acres) ½ mile to southwest.
<b>Public schools nearby</b>	Ridgeview Elementary to south, Linwood Elementary to northeast. Salk Middle School to west.
<b>Retail mix</b>	Supermarket, JOANN Fabrics, strip mall and pad retail mix
<b>Residential mix</b>	Some multifamily on hill slope takes advantage of the view. Mostly SFR.
<b>Employment mix</b>	Retail-oriented.
<b>Major landowners</b>	City of Spokane, 5-Mile Investment Company, Spokane Transit Authority, Rock of Ages



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.12 per sf
<b>Recent development (since 2003):</b>	Multifamily: 99,552 sf Retail: 41,791 sf



### 3. Lincoln Heights – District Center

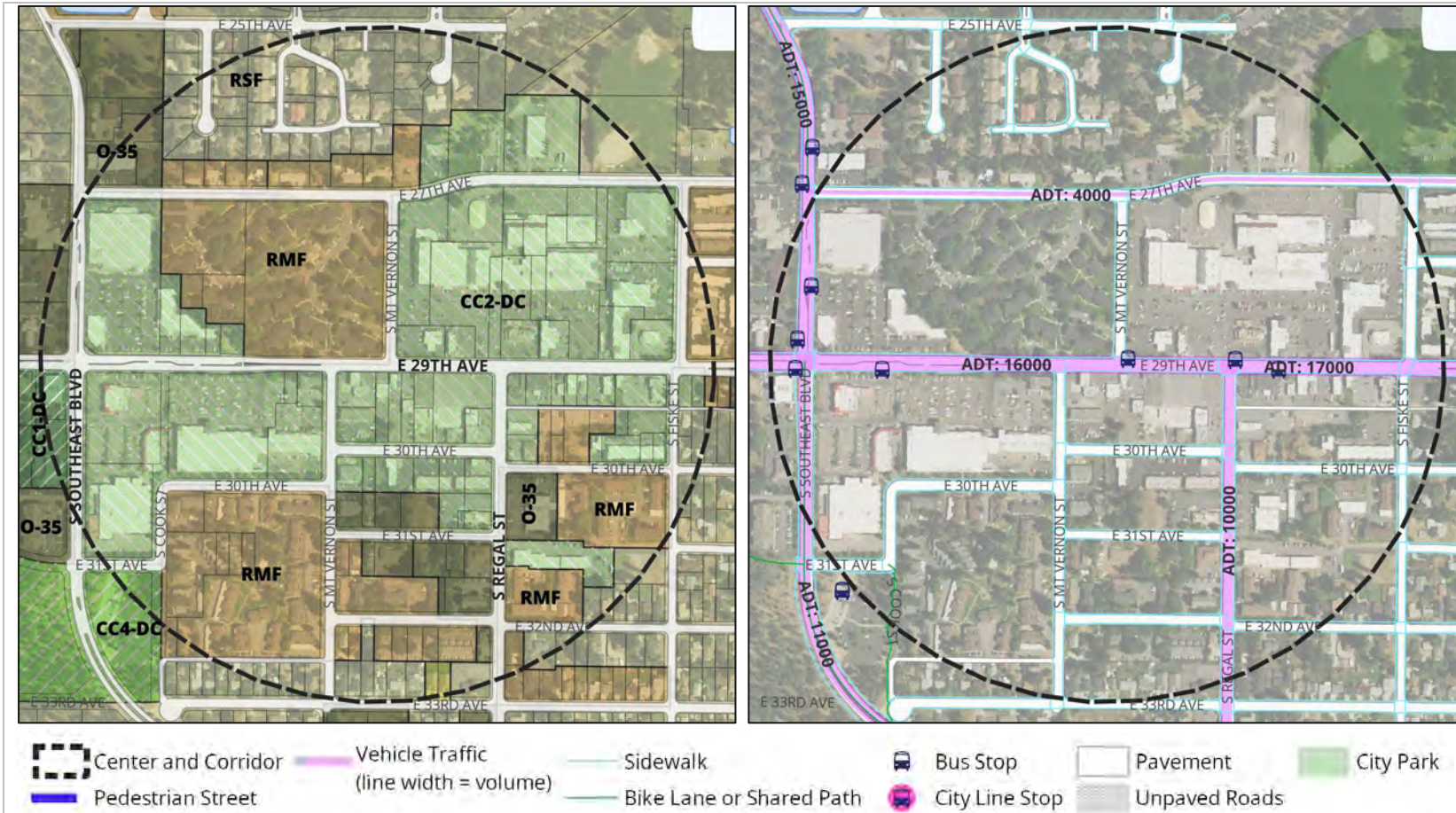
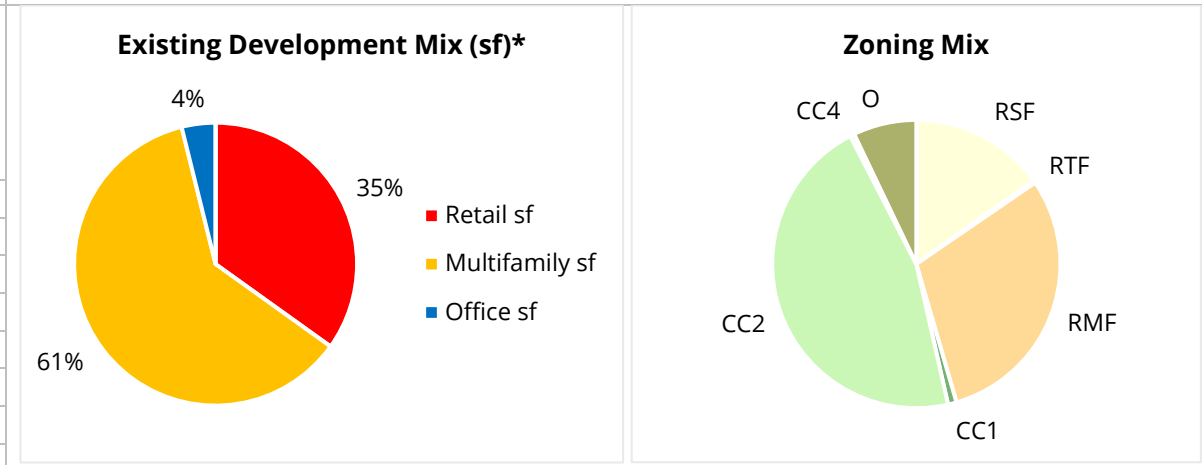


Image source 1-4: MAKERS.

**Description:** Functional district center with opportunities for redevelopment. Strong retail presence, with good amenities and transit service. Hodgepodge of moderate-intensity zoning. Pedestrian connectivity is somewhat limited.

<b>Households</b>	8.4 per acre
<b>Development era</b>	Post-war. Average year built: 1980.
<b>Primary street</b>	E 29th Ave
<b>Traffic / width</b>	16,000-17,000 ADT / four lanes
<b>Transit</b>	Route 34, two buses per hour; Route 43, two buses per hour; Route 45, four buses per hour
<b>Walking conditions</b>	Moderate: shopping centers, topography, and arterials interrupt connectivity.
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Thornton Murphy Park, 8 acres, northeast corner of center
<b>Public schools nearby</b>	Lincoln Heights Elementary, 1 mile away; Adams Elementary, 1 mile away
<b>Retail mix</b>	Mix of large stores (Trader Joe's, Petco, Goodwill, supermarkets), strip malls, and pad retail/dining.
<b>Residential mix</b>	Multifamily complexes throughout. No mixed-use development. Single-family to south/east/north.
<b>Employment mix</b>	Primarily retail. Note: large church located on the northside of shopping center.
<b>Major landowners</b>	Vandevent Development, Stanek Enterprise Inc, BE Rosauers Plaza LLC, Douglass Family, Greenstone



\*Does not include single-family residential development

<b>Average land value:</b>	\$8.27 per sf
<b>Recent development (since 2003):</b>	Multifamily: 21,014 sf
	Retail: 10,150 sf



# 4. Manito Shopping Center – District Center

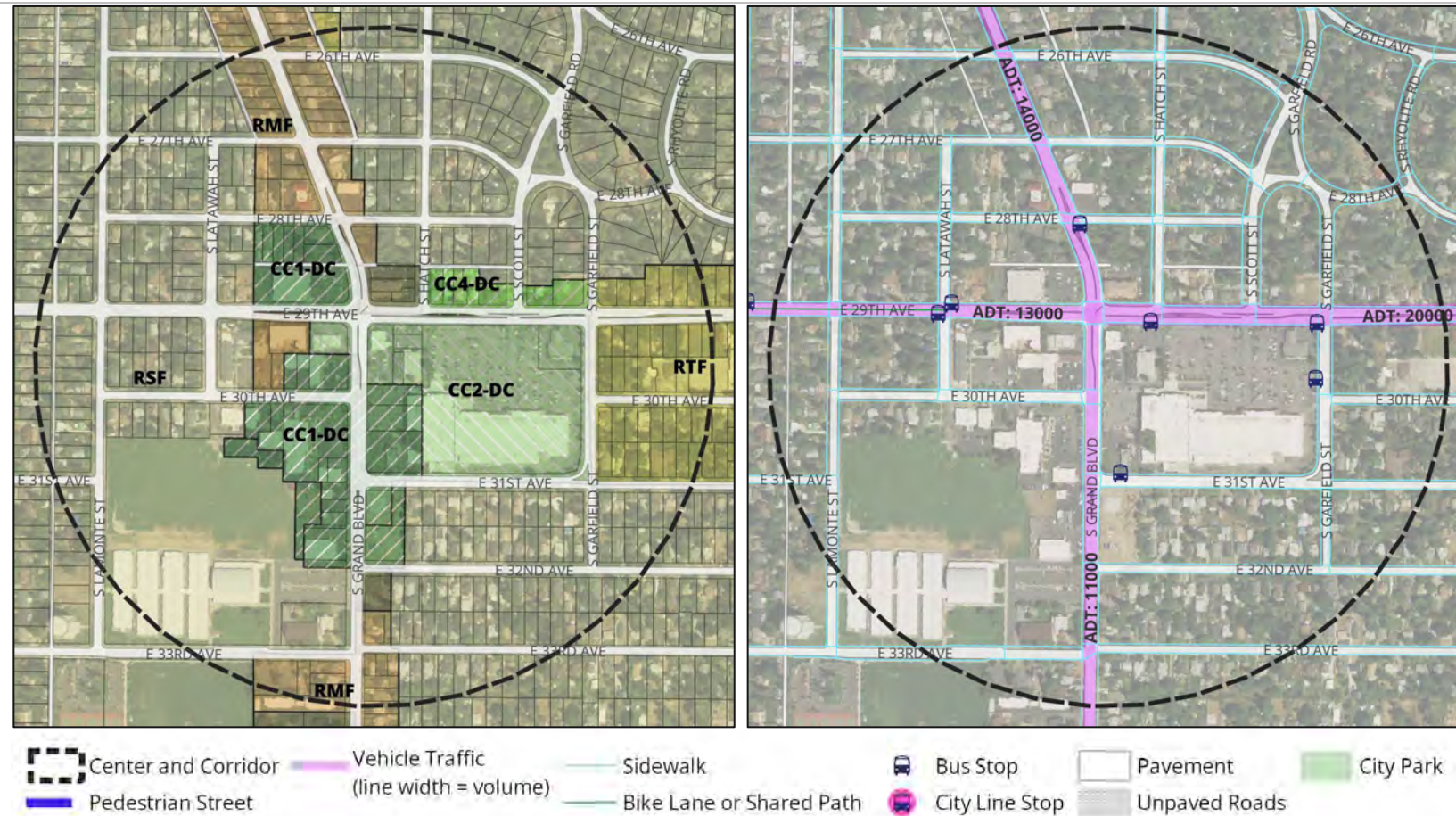
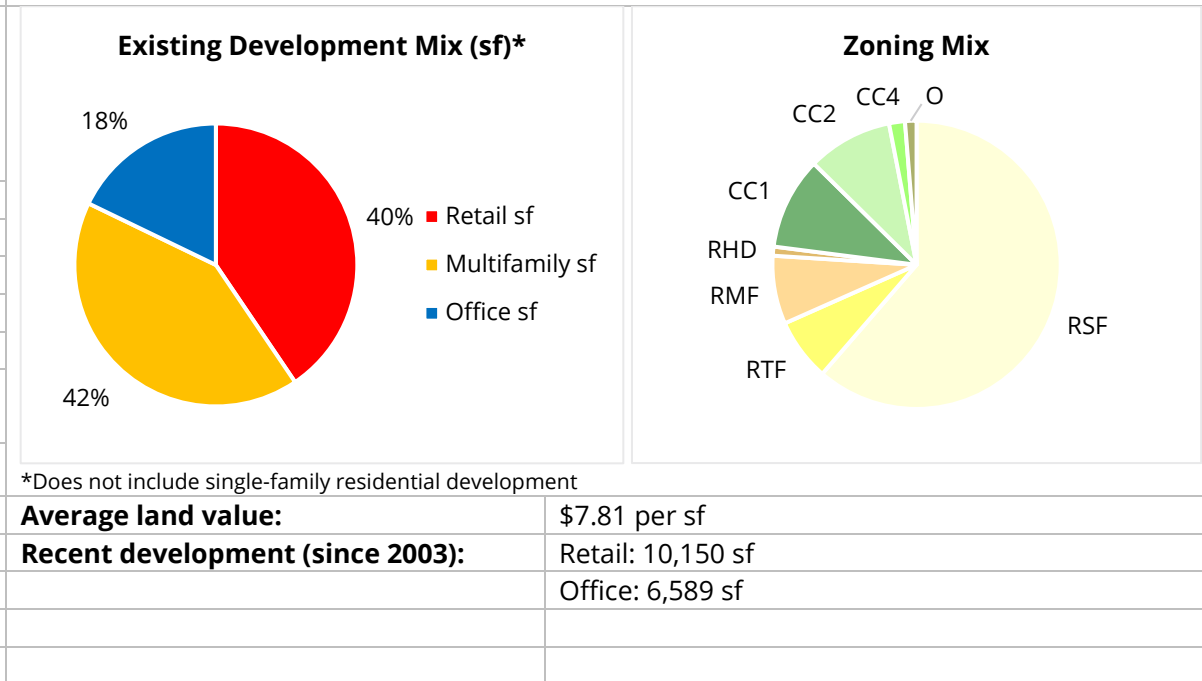


Image source 1-2: Google maps © 2023 Google.

**Description:** Post-War shopping center with some older commercial buildings surrounded by low-density residential. Arterials are very wide despite modest traffic volumes. These plus auto-oriented building design detract from walkability.

<b>Households</b>	5.3 per acre
<b>Development era</b>	Post-war. Average year built: 1967.
<b>Primary street</b>	E 29th Ave
<b>Traffic / width</b>	13,000-20,000 ADT / five lanes
<b>Transit</b>	Route 4, four buses per hour; Route 144, two buses per hour during week day peak hours
<b>Walking conditions</b>	Moderate: Middle school and shopping center interrupt connectivity; Grand Blvd and 29 <sup>th</sup> Ave are barriers. No designated pedestrian streets.
<b>Parks nearby</b>	Manito Park, 90 acres, .75 mile northwest of center. Hart Field school sports complex to south.
<b>Public schools nearby</b>	Sacajawea Middle School, Hutton Elementary, .75 mile away; Jefferson Elementary, 1 mile away
<b>Retail mix</b>	Shopping center with Ross, supermarket. Restaurants and some services around intersection.
<b>Residential mix</b>	Mostly single-family with some apartments on arterials.
<b>Employment mix</b>	Middle school,
<b>Major landowners</b>	Spokane Public Schools; shopping center has out of state ownership





# 5. North Town – District Center

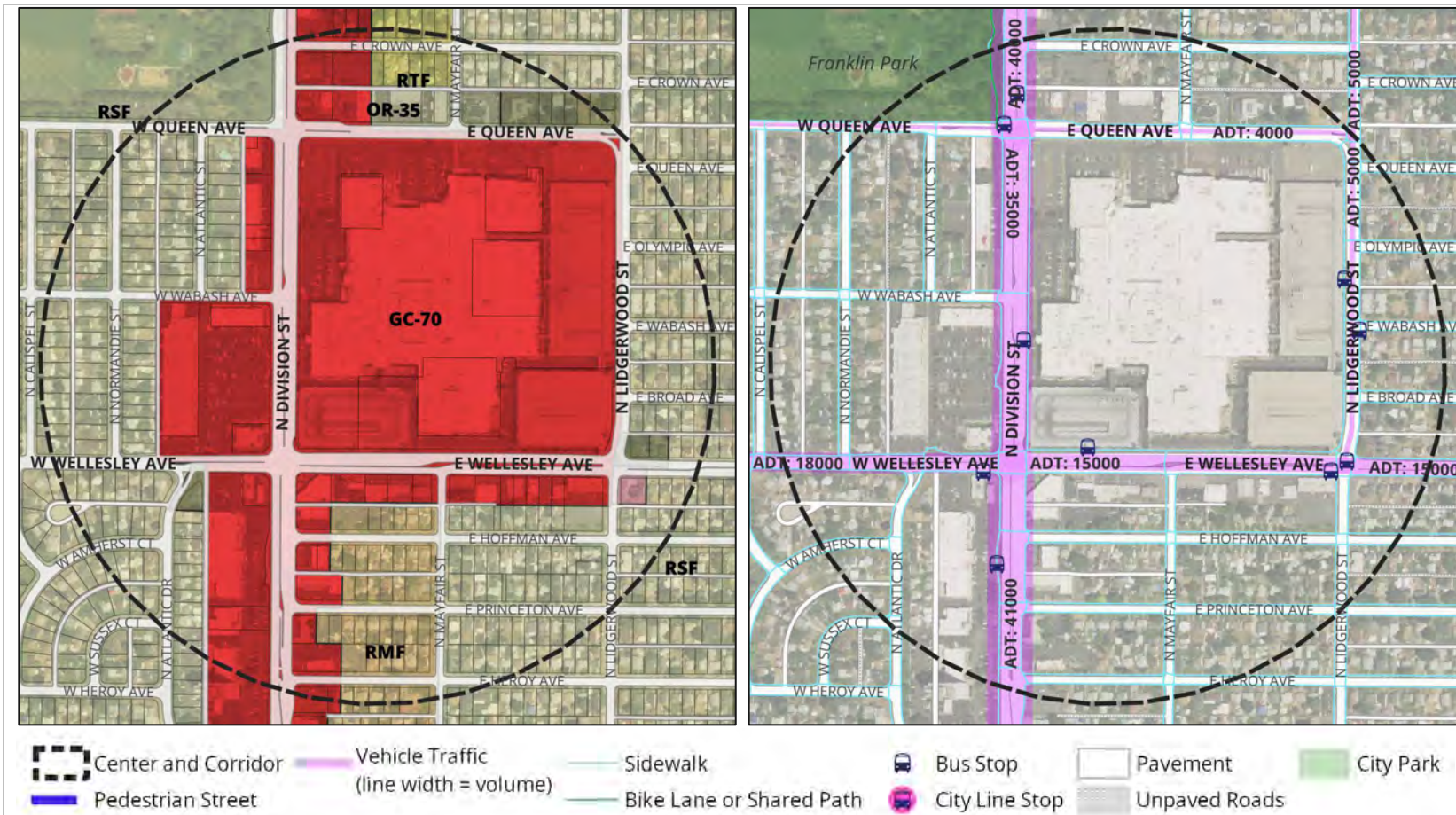
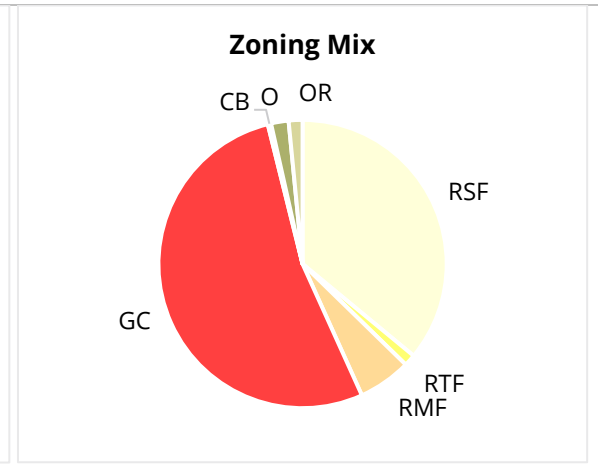
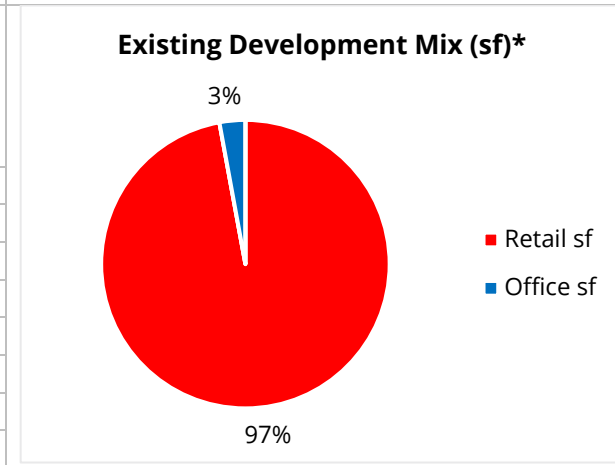


Image source 1-4: MAKERS.

**Description:** Center anchored by large post-war shopping mall on Division St. Low-density residential surrounding – no multifamily development in the ¼ mile area. Good transit service and street connectivity in nearby residential blocks. Mall is totally inward-oriented, with unattractive exterior walls and large parking structures at the corners and rear. Heavy traffic on Division and Wellesley Ave.

<b>Households</b>	3.9 per acre
<b>Development era</b>	Average year built: 1971.
<b>Primary street</b>	N Division St
<b>Traffic / width</b>	40,000 ADT / eight lanes
<b>Transit</b>	Route 25, four buses per hour; Route 33, four buses per hour
<b>Walking conditions</b>	Moderate. Good sidewalk coverage and street connectivity in surrounding residential blocks.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Franklin Park (43.5 acres)
<b>Public schools nearby</b>	Francis Willard Elementary, Madison Elementary, and Lidgerwood elementary. ½ mile to southwest, northwest, and north, respectively.
<b>Retail mix</b>	Large shopping mall with moderate activity. Many nearby stores, some restaurants.
<b>Residential mix</b>	Single-family houses. No multifamily.
<b>Employment mix</b>	Retail-oriented. North Town Office Tower immediately south of the center.
<b>Major landowners</b>	North Town Mall. Northtown Plaza (to the west) managed by Stejer Development



\*Does not include single-family residential development

<b>Average land value:</b>	\$9.95 per sf
<b>Recent development (since 2003):</b>	Retail: 71,534 sf



# 6. Shadle - District Center

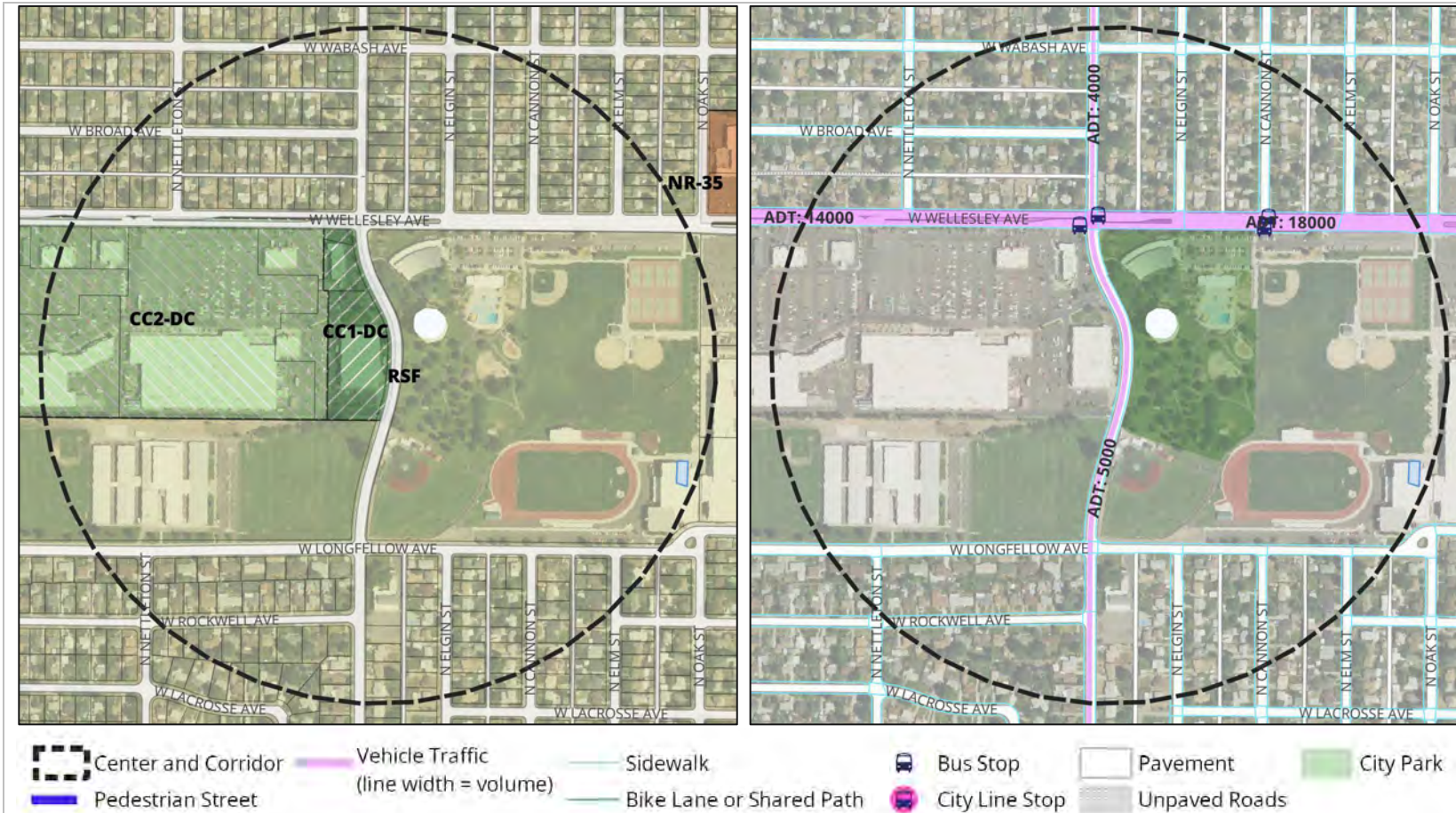
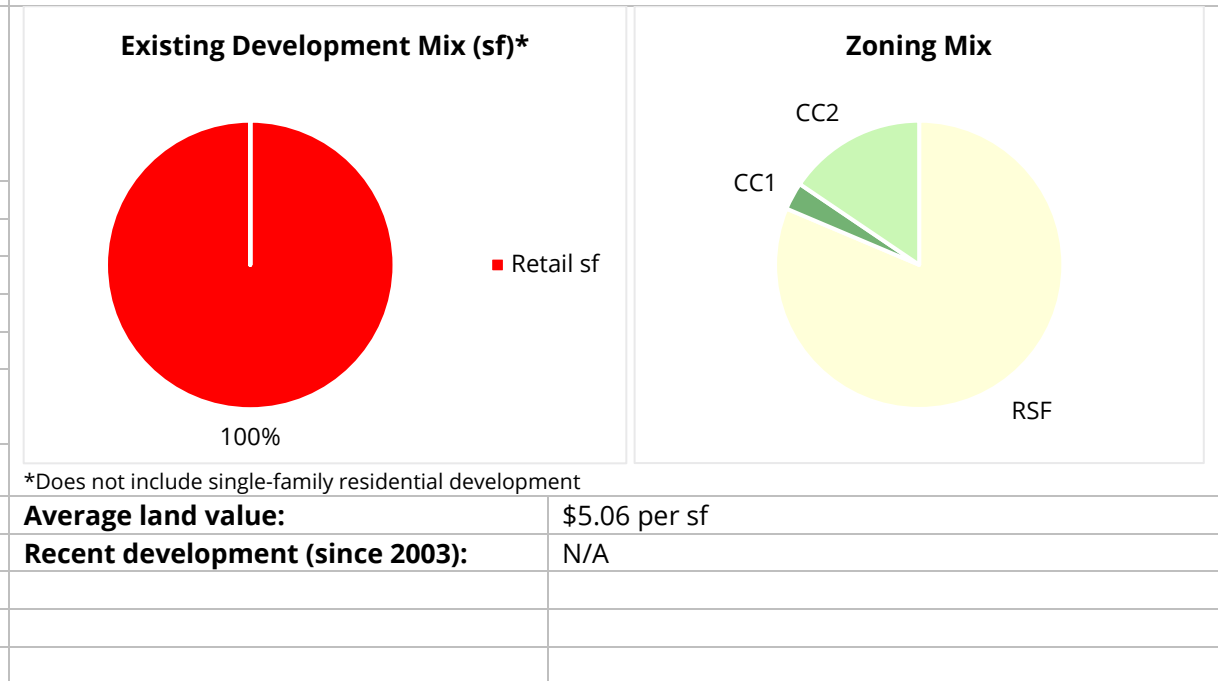


Image source 1-3: MAKERS.

**Description:** District Center - with mostly CC2-DC zoning. Standard suburban shopping center, but single family uses across the arterial facing the shopping centers. Large park and institutional uses on east and south sides of center. SCJ led a subarea plan for center in 2019.

<b>Households</b>	3.0 per acre
<b>Development era</b>	Average year built: 1984*
<b>Primary street</b>	W Wellesley Ave
<b>Traffic / width</b>	14,000-18,000 ADT / five lanes
<b>Transit</b>	Route 33, four buses per hour
<b>Walking conditions</b>	Moderate: good connectivity and sidewalks, but auto-oriented development in the center blocks and repels pedestrians. No designated pedestrian streets.
<b>Parks nearby</b>	Shadle Park, (40 acres)
<b>Public schools nearby</b>	Glover Middle School and Shadle Park High School
<b>Retail mix</b>	Shopping center with Walmart and Safeway plus pad retail.
<b>Residential mix</b>	Single-family detached north, south, east, and west.
<b>Employment mix</b>	Education cluster, with schools plus library branch.
<b>Major landowners</b>	P2J2 Shadle Associates, City of Spokane, Spokane School District 8





# 7. Southgate – District Center

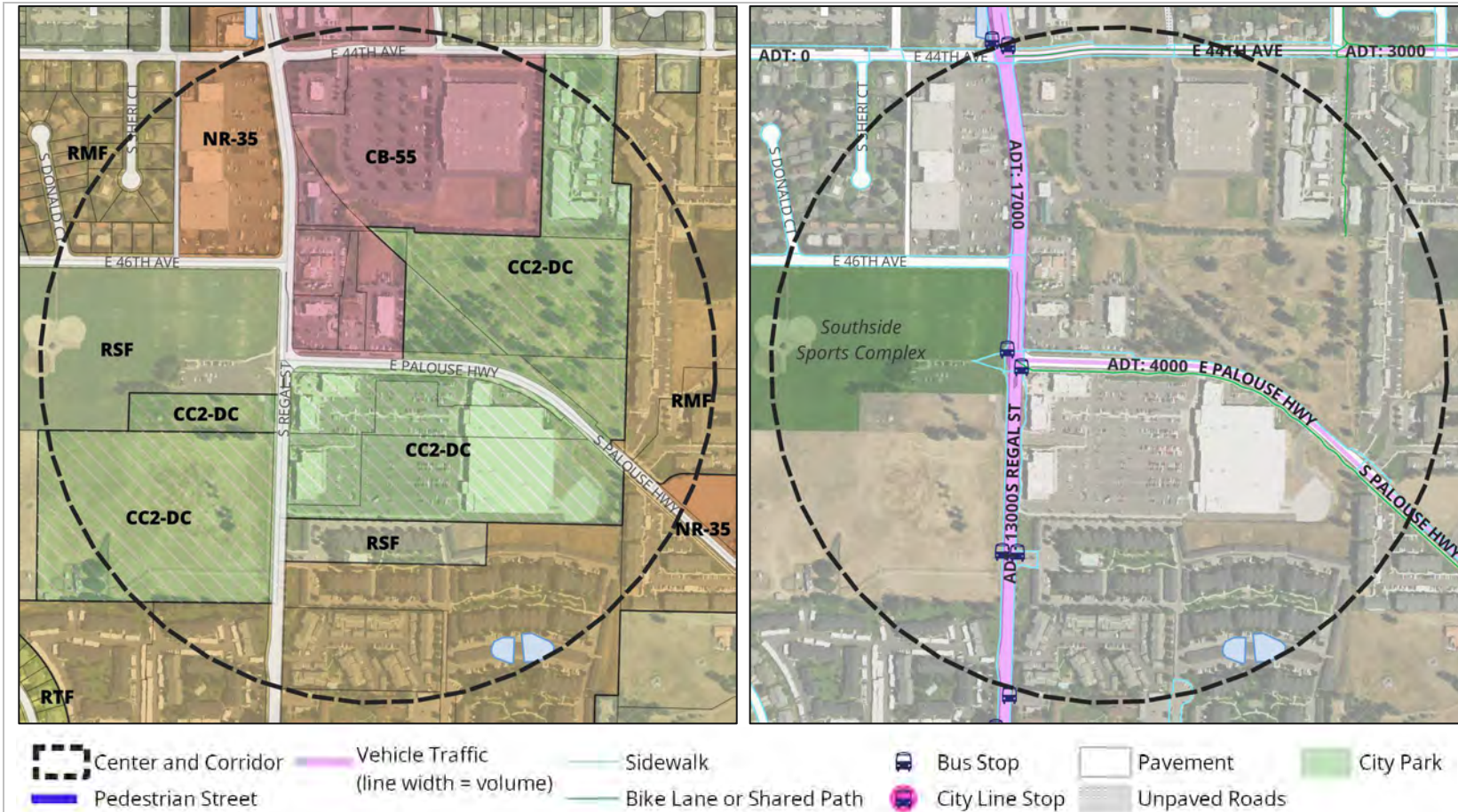
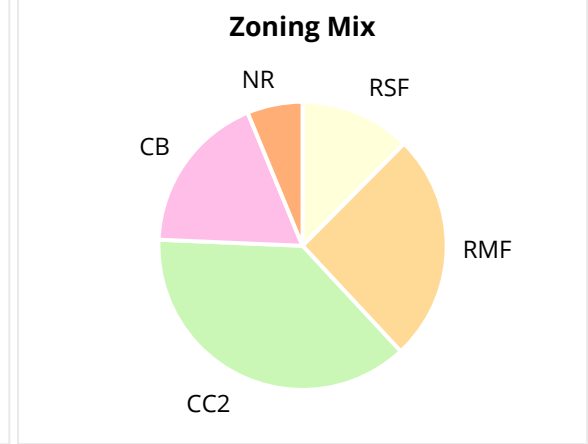
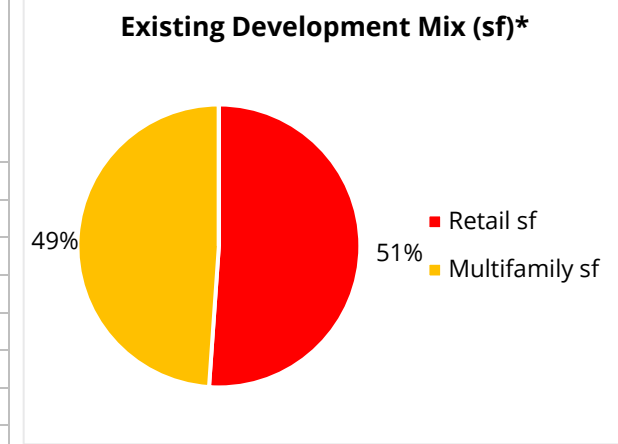


Image source 1-4: MAKERS.

**Description:** Contemporary suburban style shopping center with nearby apartments, park, share-use path, and transit service. Widely spaced streets make it difficult to access adjacent uses on foot, however. Several greenfield sites with CC2-DC zoning.

<b>Households</b>	20.6 per acre
<b>Development era</b>	Contemporary. Average year built*: 1997.
<b>Primary street</b>	S Regal St
<b>Traffic / width</b>	13,000-17,000 ADT / three lanes
<b>Transit</b>	Route 4, four buses per hour
<b>Walking conditions</b>	Poor due to lack of connectivity. Good destination density and shared-use path.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Southeast Sports Complex (17 acres)
<b>Public schools nearby</b>	Ferris High School to the north
<b>Retail mix</b>	Target, Rite Air, PetSmart, CVS, pad retail and restaurants. Vacant ShopKo at E 44 <sup>th</sup> Ave.
<b>Residential mix</b>	Several walkup apartment complexes and newer multiplex housing
<b>Employment mix</b>	Primarily retail, some automotive, medical, and office uses.
<b>Major landowners</b>	Triathlon Broadcasting, Radio Park LLC, the Little Maverick, SHS Building LLC



\*Does not include single-family residential development

<b>Average land value:</b>	\$5.78 per sf
<b>Recent development (since 2003):</b>	Multifamily: 333,000 sf Retail: 178,947 sf



# 8. Cannon & Maxwell – Employment Center

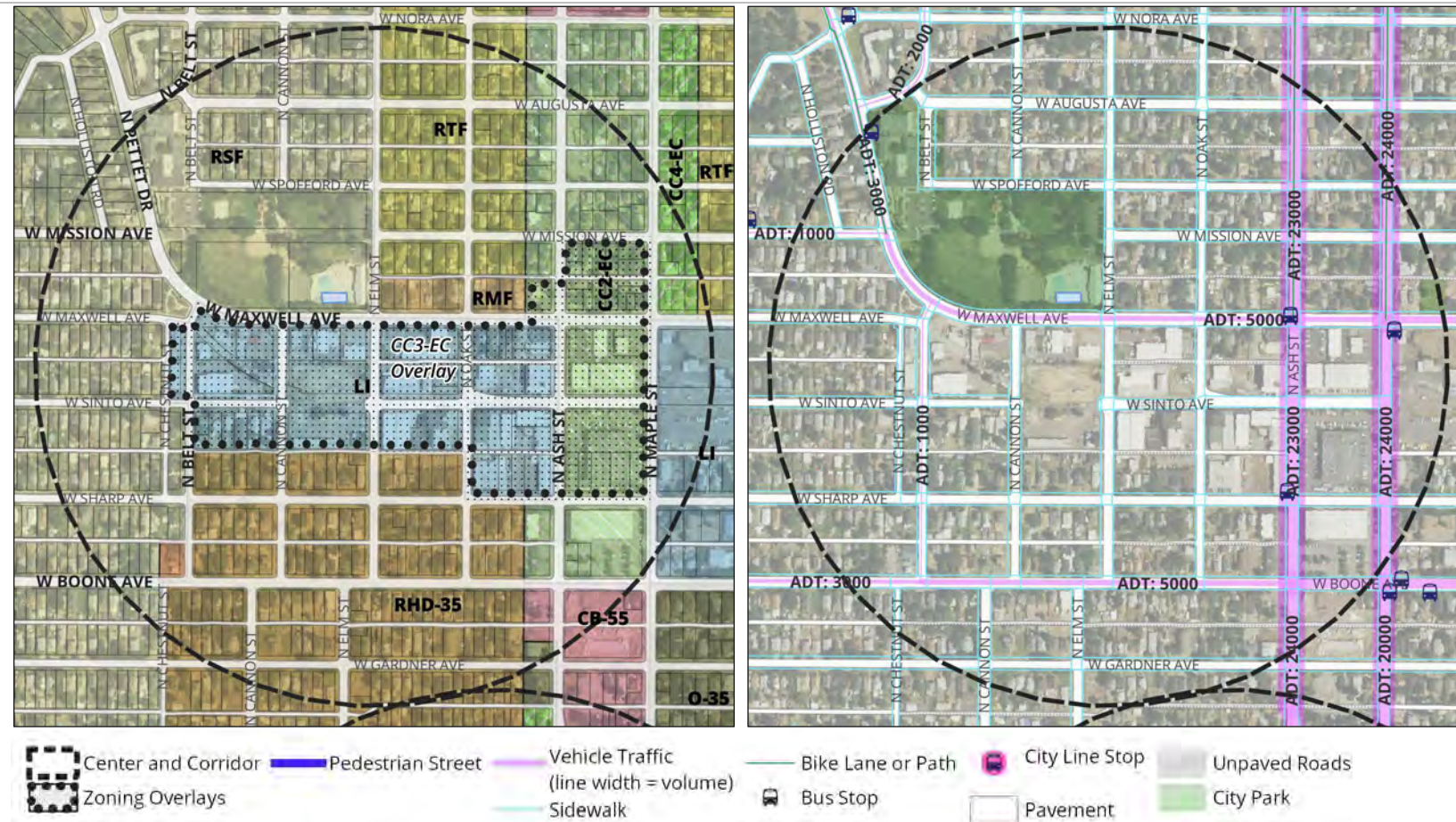
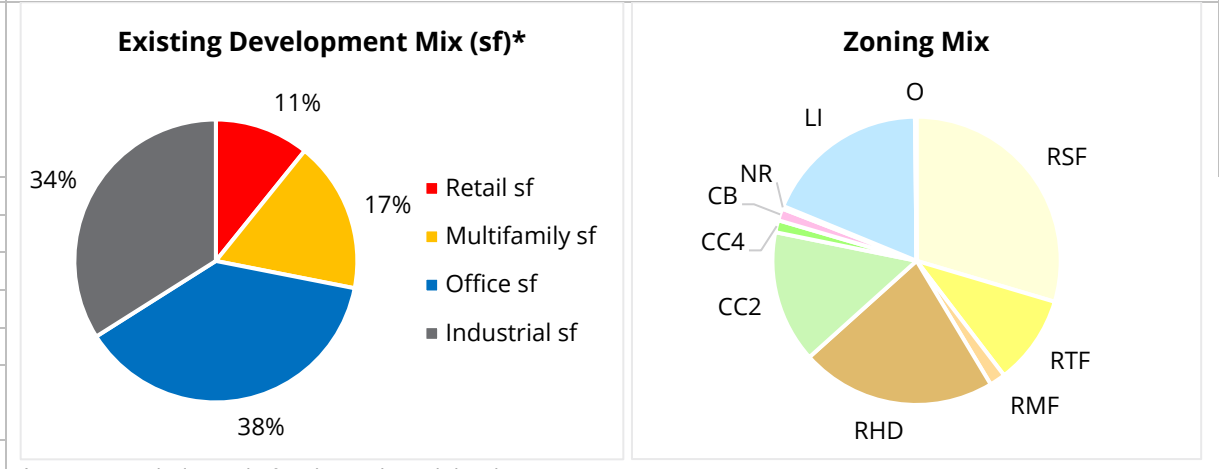


Image source 1-2: MAKERS. 3: Google maps © 2023 Google.

**Description:** Employment Center containing legacy Light Industrial (LI) zoning and a CC3-EC overlay (which allows legacy uses to continue/expand while offering an option for pedestrian-oriented redevelopment – none of which has happened so far). The surrounding area is largely characterized by older single family homes. Cannon Playground and Aquatic Center lie just northeast of the center. Some legacy main-street-style buildings and services on Ash St and Maple St.

<b>Households</b>	6.1 per acre
<b>Development era</b>	Pre-war. Average year built: 1949*
<b>Primary street</b>	N Ash St
<b>Traffic / width</b>	23,000-24,000 ADT / three lanes
<b>Transit</b>	Route 22, two buses per hour; Route 23, two buses per hour
<b>Walking conditions</b>	Good, though crossings of Maxwell are somewhat limited. No designated pedestrian streets.
<b>Parks nearby</b>	A.M. Cannon Park (8 acres) in the middle of center
<b>Public schools nearby</b>	Holmes Elementary ½ mile to west.
<b>Retail mix</b>	Some retail on Ash/Maple streets
<b>Residential mix</b>	Mostly single-family, with some apartments and middle housing near the industrial area.
<b>Employment mix</b>	Several small commercial/industrial businesses. DSHS and Girl Scouts offices.
<b>Major landowners</b>	



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.59 per sf
<b>Recent development (since 2003):</b>	Multifamily: 25,000 sf Other: 10,520 sf



# 9. East Sprague – Employment Center

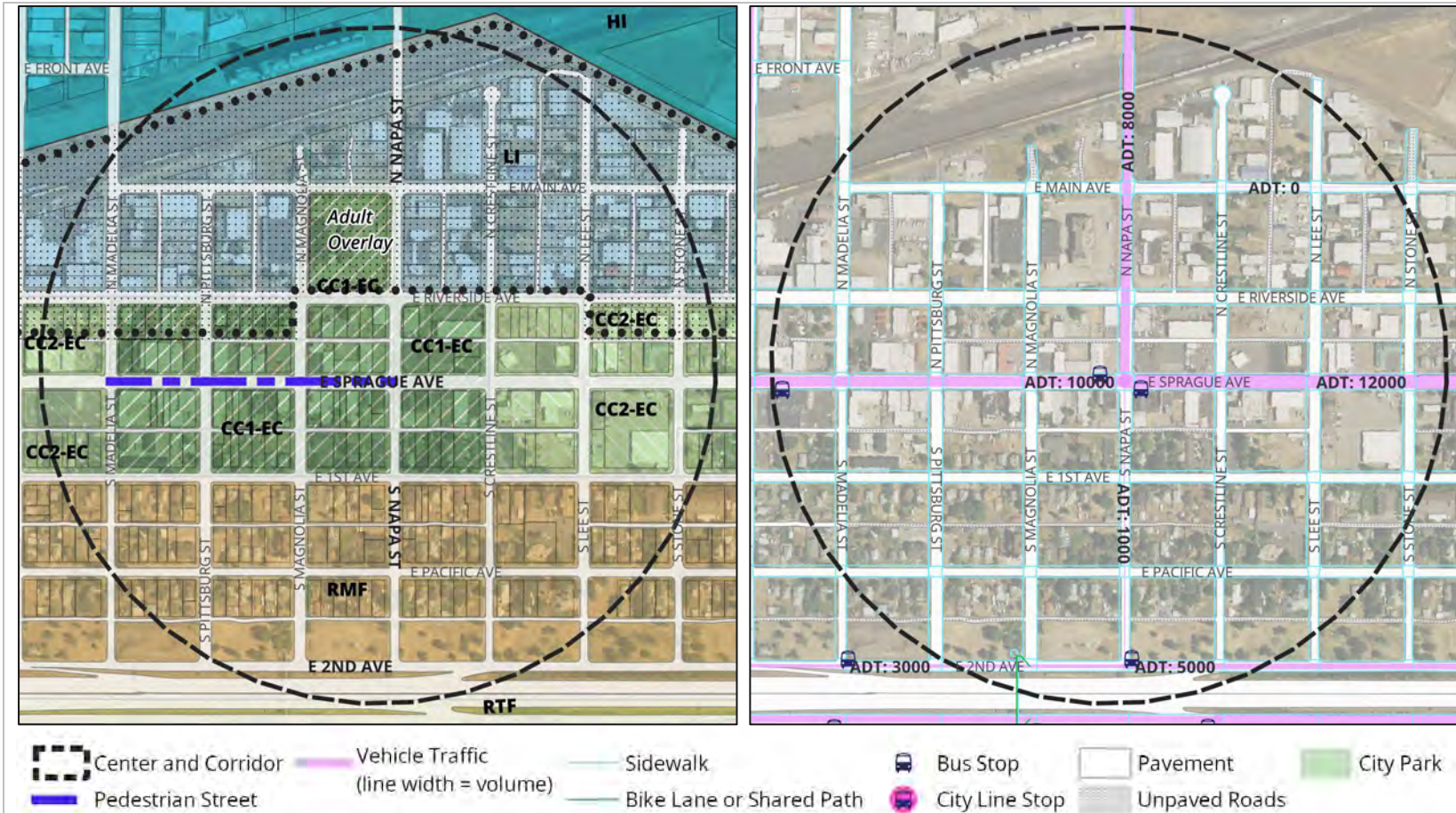
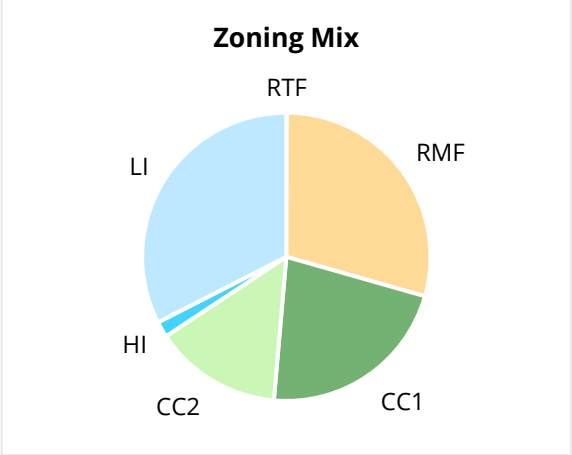
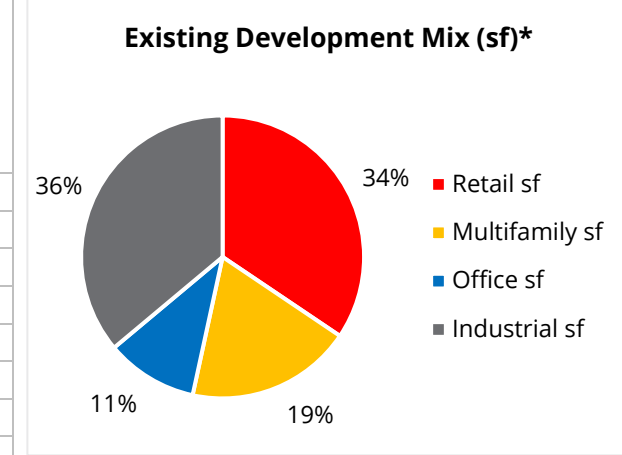


Image source 1-3: MAKERS. 4: Google maps © 2023 Google.

**Description:** Classic pre-war main-street with industrial/commercial uses to the north and **low-intensity residential uses** to the south, adjacent to I-90 ROW. Corridor-like structure: CC zoning runs 18 blocks – see next page for maps. Lively business district on E Sprague Ave. Degraded roads and housing stock to the south, with negative impacts of freeway noise, air pollution, and interrupted street connectivity.

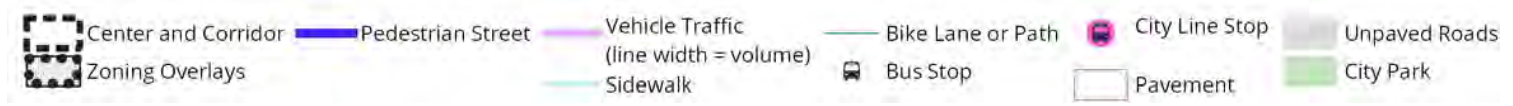
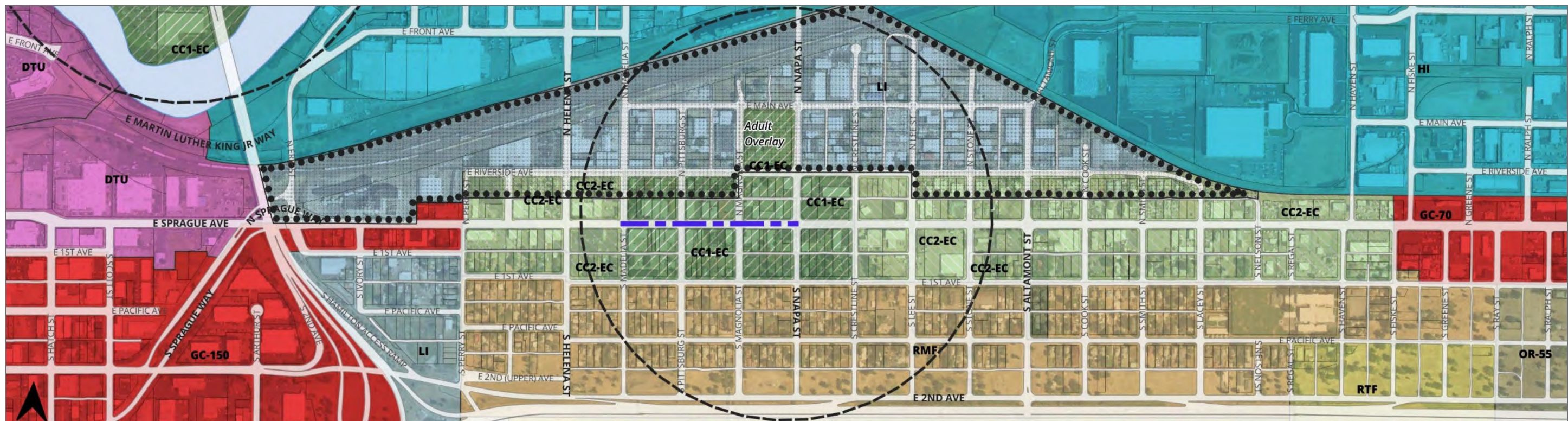
<b>Households</b>	2.1 per acre
<b>Development era</b>	Pre-war. Average year built: 1954*
<b>Primary street</b>	E Sprague Ave
<b>Traffic / width</b>	10,000-12,000 ADT / three lanes
<b>Transit</b>	Route 90, four buses per hour
<b>Walking conditions</b>	Generally good – interrupted connectivity to north, south and west from rail/highway ROWs.
<b>Pedestrian streets</b>	E Sprague Ave from N Madelia St to S Napa St.
<b>Parks nearby</b>	Liberty Park, 22 acres, .75 mile south of center
<b>Public schools nearby</b>	Libby Center Middle School, .75 mile away; Grant Elementary, 1.75 miles away
<b>Retail mix</b>	Mix of shops, restaurants/bars,
<b>Residential mix</b>	Mostly older single-family houses to the south. Some middle housing.
<b>Employment mix</b>	Industrial uses and USPS. Animal hospital, parenting center.
<b>Major landowners</b>	



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.04 per sf
<b>Recent development (since 2003):</b>	Other: 32,240 sf







# 10. Holy Family – Employment Center

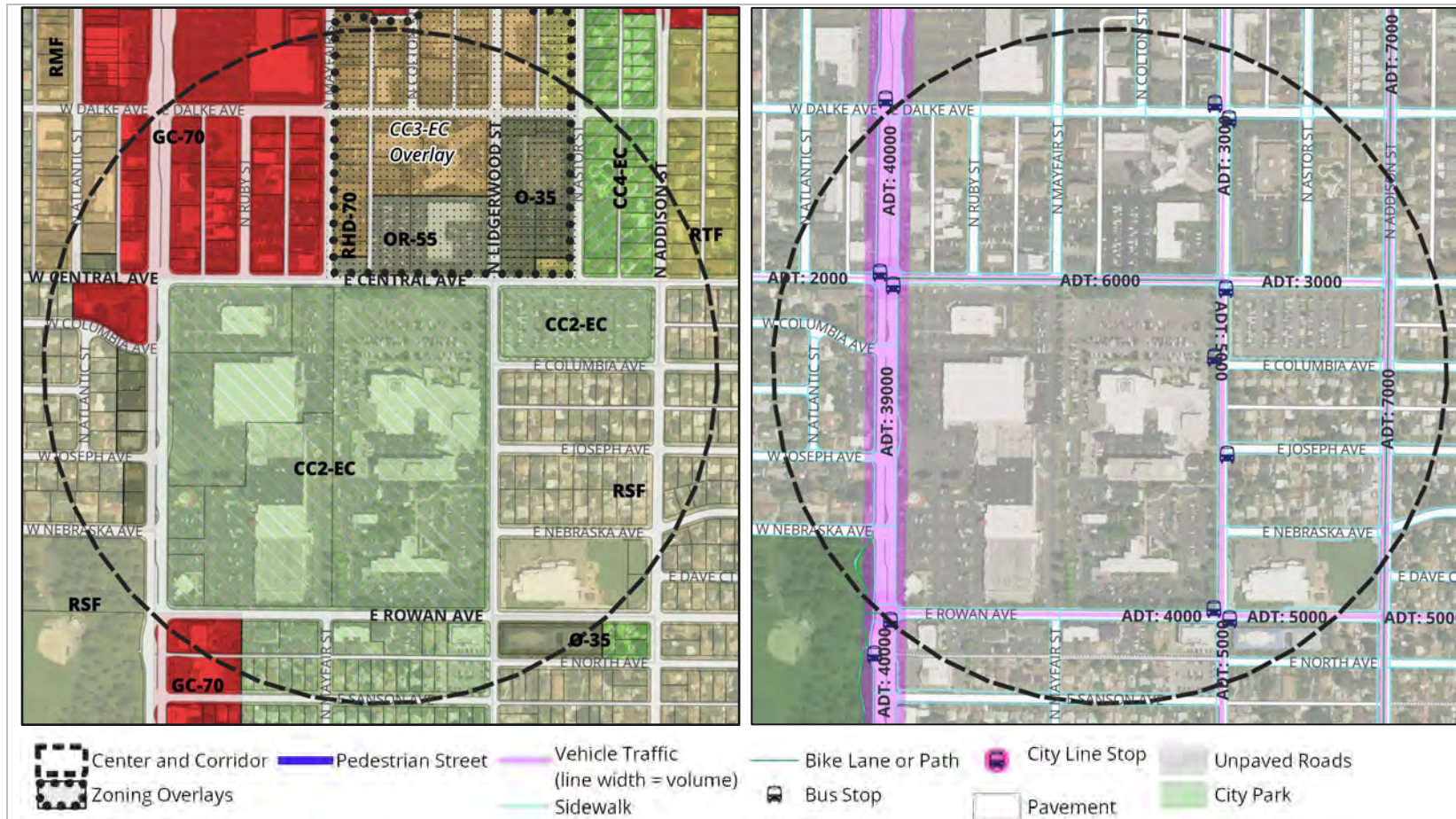
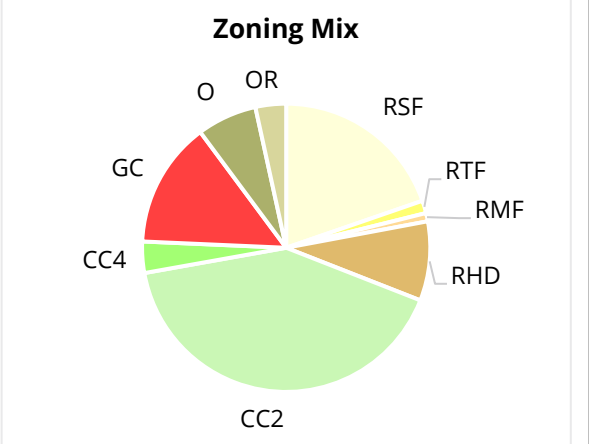
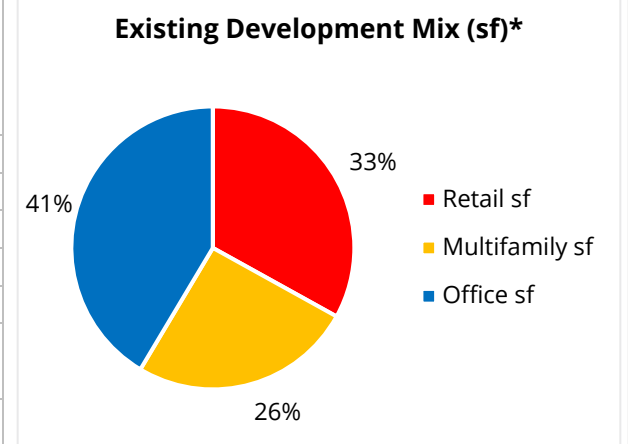


Image source 1-2: MAKERS. 3: Google maps © 2023 Google

**Description:** Providence Holy Family Hospital is the dominant use here – which fronts on Lidgerwood, which the Franklin Park Commons shopping center fronts onto Division. This “center” is literally split in half and generally facing away from each other. Lots of surface parking. Lidgerwood and Addison are north-south alternatives to Division, popular with cyclists in available crowdsource datasets such as Ride Report and Strava Metro.

<b>Households</b>	6.4 per acre
<b>Development era</b>	Post-war. Average year built: 1978*
<b>Primary street</b>	N Division St
<b>Traffic / width</b>	39,000-40,000 ADT / 7 lanes
<b>Transit</b>	Route 25, four buses per hour; Route 26, two buses per hour
<b>Walking conditions</b>	Decent. General good connectivity, destinations, and infrastructure, but the hospital is auto-oriented and interrupts grid. No designated pedestrian streets.
<b>Parks nearby</b>	Franklin Park (44 acres) at southwest corner of center; Ruth Park (2 acres) west of center
<b>Public schools nearby</b>	Lidgerwood Elementary School, 1/4 mile away; Madison Elementary School, 1 mile away
<b>Retail mix</b>	Major shopping center with Burlington, Guitar Center, Trader Joes, Ross. Small retail to NE.
<b>Residential mix</b>	Mostly houses. Some apartments and assisted living to north.
<b>Employment mix</b>	Hospital and major medical cluster.
<b>Major landowners</b>	Dominican Health Services, Harlan D Douglass, Group Health Coop of Puget Sound



\*Does not include single-family residential development

<b>Average land value:</b>	\$9.90 per sf
<b>Recent development (since 2003):</b>	Office: 223,845 sf
	Retail: 21,316 sf
	Multifamily: 14,560 sf



# 11. North Foothills – Employment Center

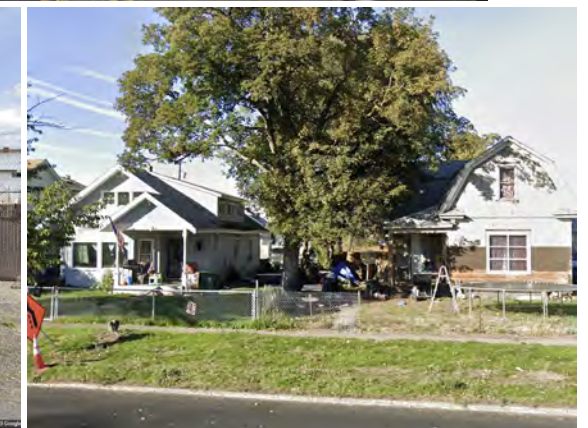
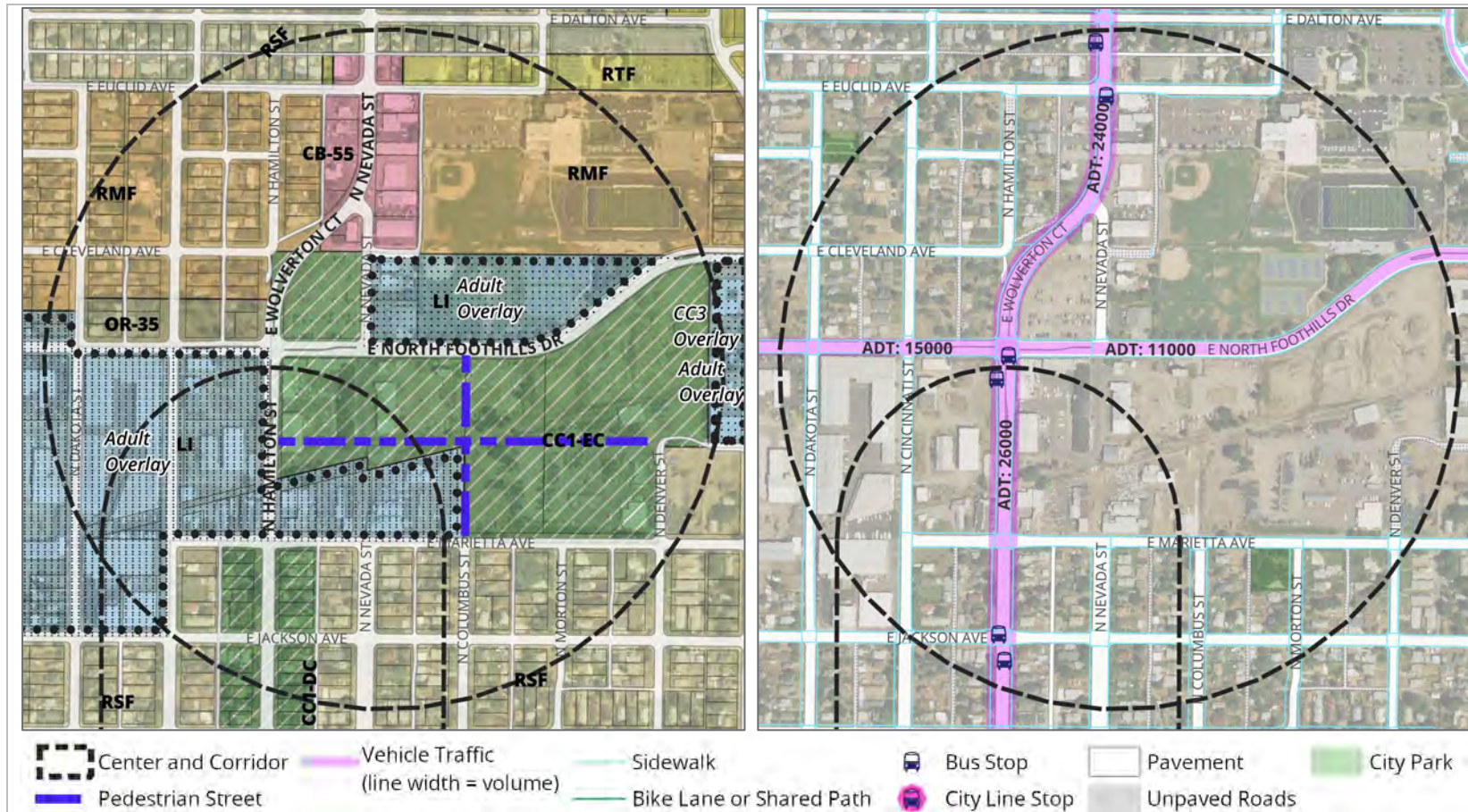
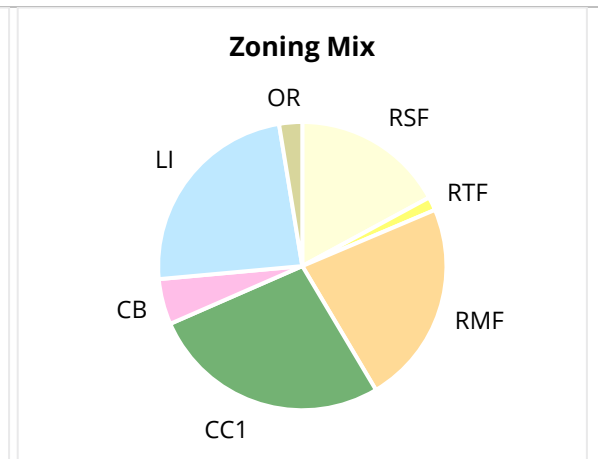
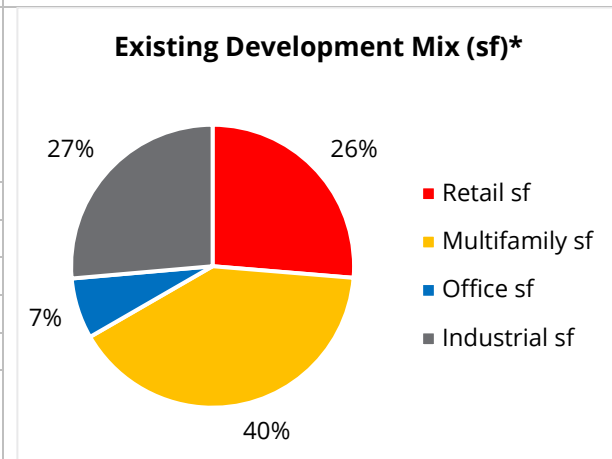


Image source 1-3: Google maps © 2023 Google.

**Description:** Mix of low-intensity industrial, commercial, and flex uses around an old railroad corridor. Mixed residential uses nearby. CC1-EC zoning allows ample heights. Mix of pre-war and post war development on pre-war street grid. Likely significant mixed-use/residential redevelopment potential if environmental hazards/contamination is not severe. Superfund site. Pedestrian street designation was not incorporated into recent development. Institutional uses not generally a good fit for Center designation.

<b>Households</b>	2.6 per acre
<b>Development era</b>	Mixed, but largely post-war. Average year built: 1961*
<b>Primary street</b>	N Nevada St. / N Hamilton St
<b>Traffic / width</b>	24,000-26,000 ADT / four lanes
<b>Transit</b>	Route 27, two buses per hour; Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Mixed: good connectivity in neighborhood areas nearby. Pedestrian hostile industrial uses in the center and continuity break at old railroad ROW. Pedestrian street designations on non-existent rights of way at the heart of the center on industrial land.
<b>Parks nearby</b>	Logan Peace Park, .4 acre in SE corner of center; Fairview Park, .4 acre in NW corner of center
<b>Public schools nearby</b>	Yasuhara Middle School (recently built). Gonzaga Prep (private) High School
<b>Retail mix</b>	Minimal retail present, mostly automotive-repair oriented.
<b>Residential mix</b>	Mostly houses. New low-rise apartment complex at North Foothills Dr and Nevada St.
<b>Employment mix</b>	Many small-medium industrial uses and businesses. Two schools.



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.59 per sf
<b>Recent development (since 2003):</b>	Multifamily: 25,000 sf Other: 10,520 sf



**Major landowners**

Gonzaga Prep School, Catholic Charities Eastern Washington, Foothills Mini Storage, Larry Stone Properties

## 12. North Nevada – Employment Center

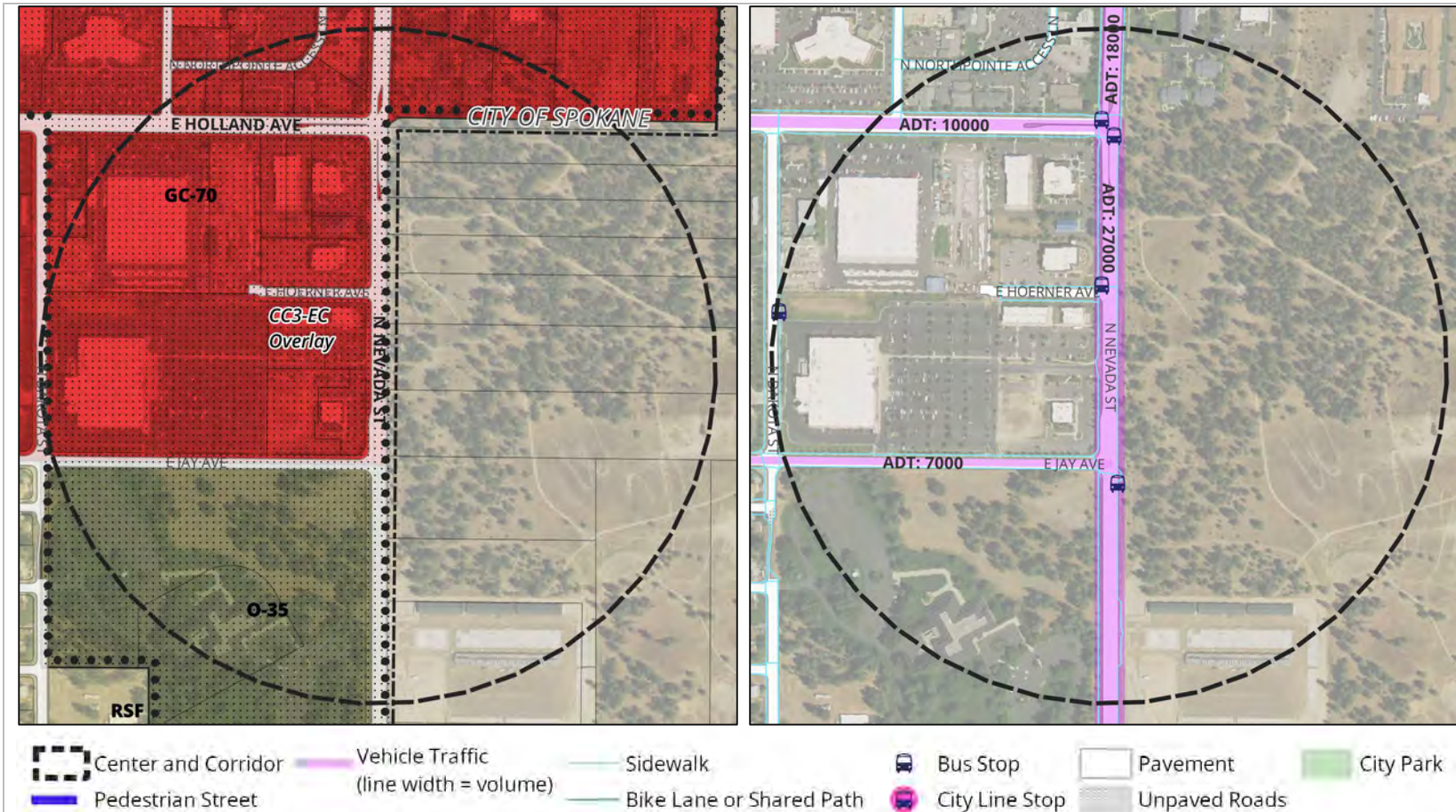
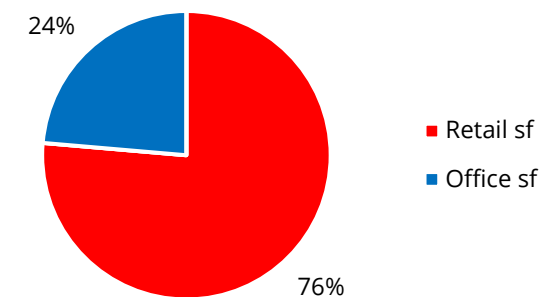


Image source 1-3: MAKERS. 4: Google maps © 2023 Google

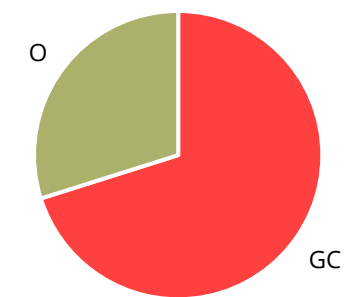
**Description:** Employment Center – with GC and O zoning. Edge of City limits with considerable greenfields. Very auto dependent. Area functions more like part of a larger regional center (the "Y", in reference to the split between Hwy 395 and Hwy 2). Function of specific center also depends on what gets developed on greenfields to the east. Health services/senior housing cluster.

<b>Households</b>	2.6 per acre
<b>Development era</b>	Contemporary/undeveloped. Average year built: 2003*
<b>Primary street</b>	N Nevada St.
<b>Traffic / width</b>	18,00-27,000 ADT / 5 lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Poor – limited connectivity and widely spaced destinations, although sidewalks are present.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Hill N’ Dale Park, 4 acres, 1/2 mile west of center
<b>Public schools nearby</b>	Shiloh Hills Elementary School, 1 mile away
<b>Retail mix</b>	Some pad retail with major retailers nearby: WinCo Foods, Ziggy’s Home Imp., and Walmart
<b>Residential mix</b>	Some apartments, senior apartments, and assisted living to the north

**Existing Development Mix (sf)\***



**Zoning Mix**



\*Does not include single-family residential development

<b>Average land value:</b>	\$3.78 per sf
<b>Recent development (since 2003):</b>	Retail: 143,410 sf Office: 4,195 sf



<b>Employment mix</b>	Medical services		
<b>Major landowners</b>	Douglass family, East Magnesium Properties, Ziegler Lumber Company		

## 13. Trent & Hamilton – Employment Center

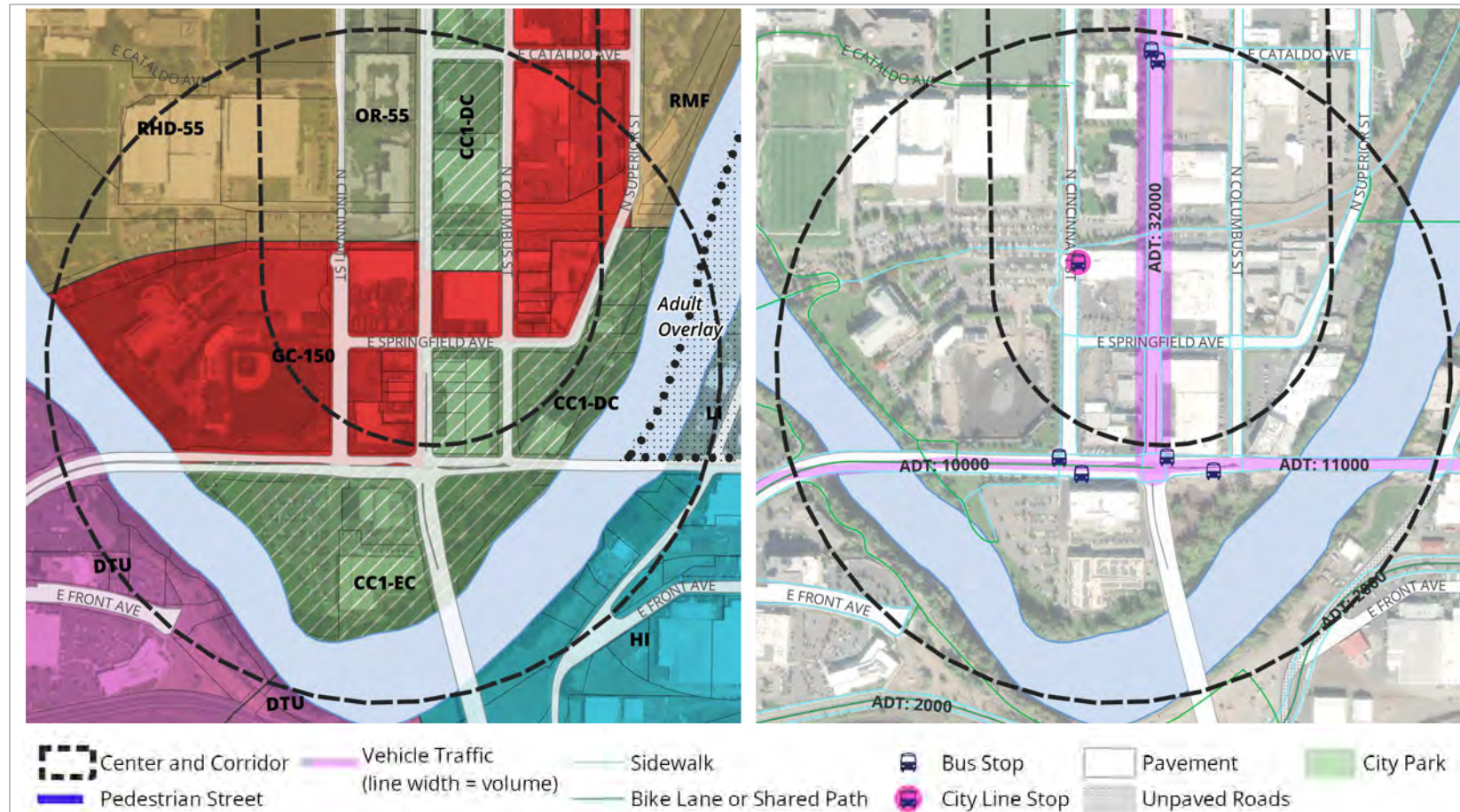
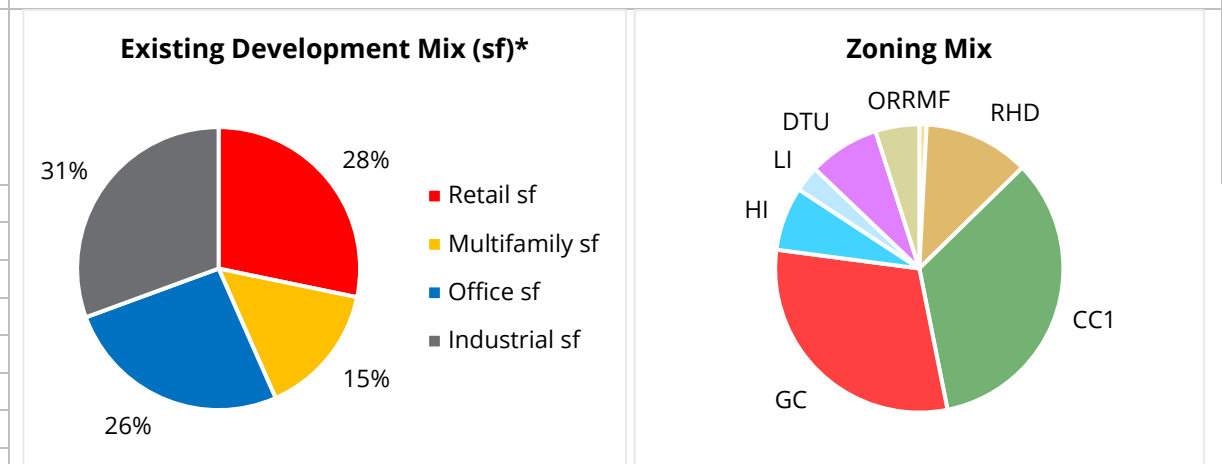


Image source 1-4: MAKERS.

**Description:**  
 Industrial area transitioning to office/retail/residential mixed-uses. Excellent transit service with City Line. Heavy traffic with high speeds on Hamilton creates an unpleasant pedestrian environment, but shared-use paths provide connectivity. Gonzaga University campus to the north. Opportunities to improve public access to riverfront as properties redevelop.

<b>Households</b>	2.3 per acre
<b>Development era</b>	Average year built: 1966.
<b>Primary street</b>	N Hamilton St
<b>Traffic / width</b>	32,000 ADT / five lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Moderate
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Mission Park, 13.3 acres, 1 mile northeast of center
<b>Public schools nearby</b>	Stevens Elementary School, 1.2 miles away;
<b>Retail mix</b>	Limited retail – some stores and eating/drinking scattered throughout.
<b>Residential mix</b>	Student dorms. No other residential currently.



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.90 per sf
<b>Recent development (since 2003):</b>	Multifamily: 110,662 sf



<b>Employment mix</b>	Manufacturing and industrial uses, university and academic buildings, medical/health sciences.		
<b>Major landowners</b>	Gonzaga University, EZ Loader, Matrix Financial, Hamilton & Trent LLC, Emerald Initiative, MGD at GU LLC		

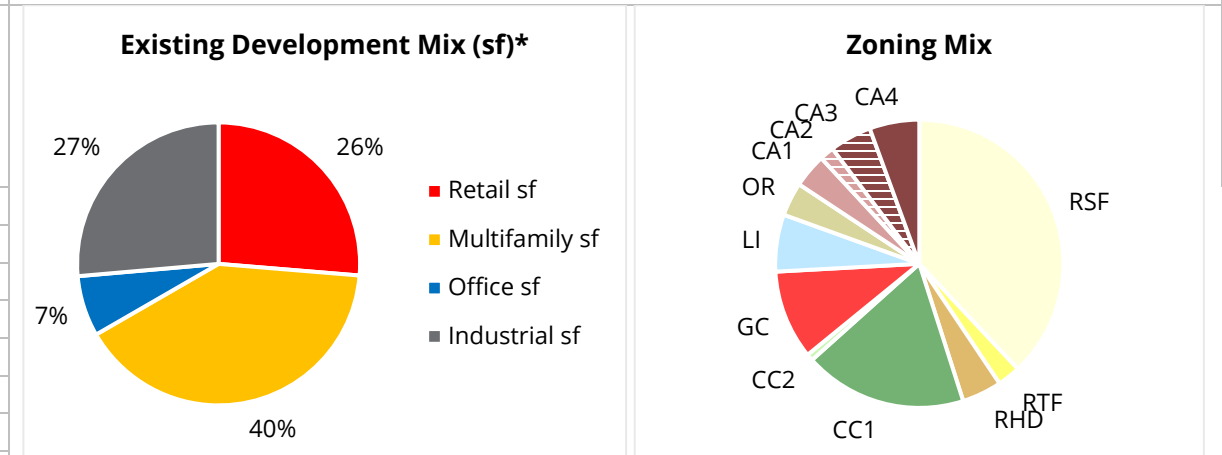
## 14. Hamilton - Corridor



Image source 1-4: MAKERS.

**Description:** See next page for full length maps. Heavy traffic corridor with retail uses, with complementary residential uses, including student housing, to east and west. Gonzaga University located to west, on southern end of the corridor. Excellent transit service via City Line. South Logan TOD subarea plan underway to revise zoning and leverage TOD opportunities. Unique Hamilton Form-Based Code in central areas to be revised following subarea plan. Planned-action EIS will facilitate development.

<b>Households</b>	6.4 per acre
<b>Development era</b>	Mixed – pre-war grid with major post-war development and infrastructure. Average year built: 1961.
<b>Primary street</b>	N Hamilton St
<b>Traffic / width</b>	28,000-30,000 ADT / five lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour; Route 39, two buses per hour
<b>Walking conditions</b>	Generally good, although Hamilton St is a barrier
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Mission Park (13.33 acres)
<b>Public schools nearby</b>	Logan Elementary School
<b>Retail mix</b>	Mostly auto-oriented mix of restaurants and shops with some main-street style buildings



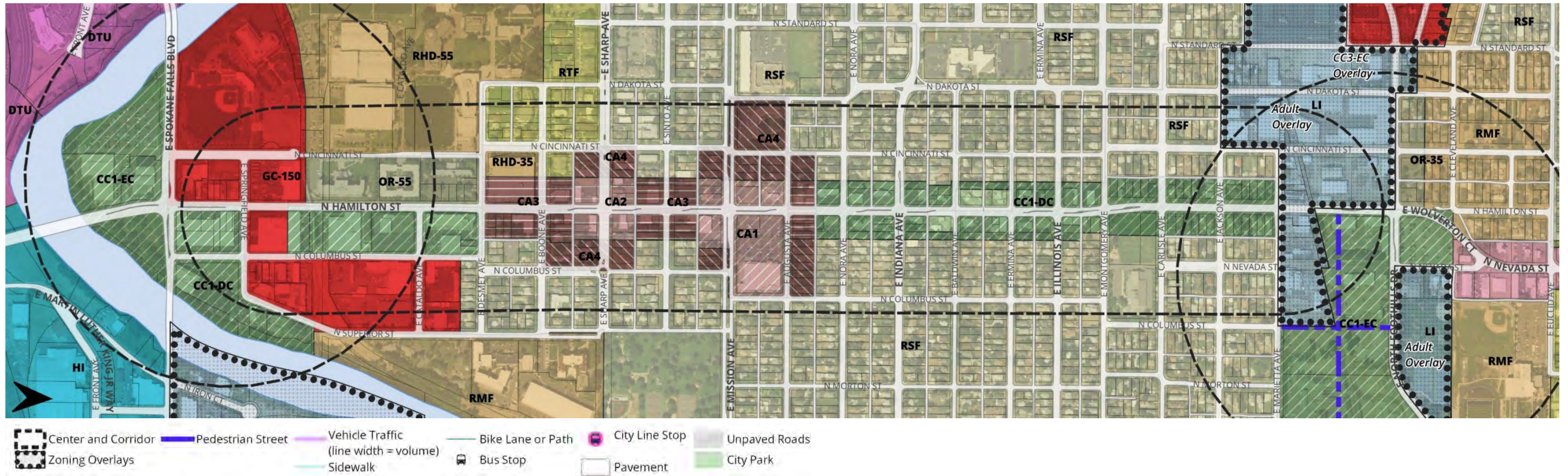
\*Does not include single-family residential development

<b>Average land value:</b>	\$6.08 per sf
<b>Recent development (since 2003):</b>	Other: 372,588 sf









## 15. Market Street/Hillyard - Corridor

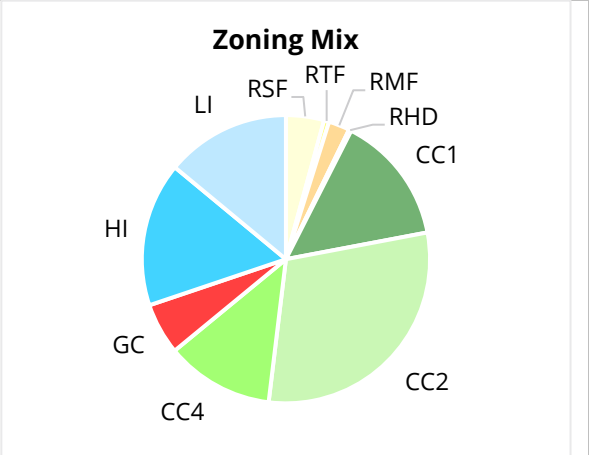
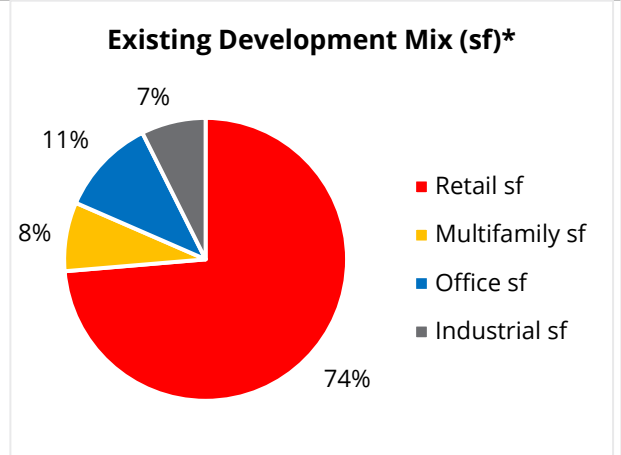




Image source 1-4: MAKERS.

**Description:** Corridor – with CC1-DC zoning and some CC4-DC on the back side (mostly with older single family homes). Classic main street retail with working-class homes to west and railyard to east (and NSC interstate under construction). Rail/freeway corridor cuts Hillyard off from homes/businesses to the east.

<b>Households</b>	2.8 per acre
<b>Development era</b>	Pre-war. Average year built: 1947*
<b>Primary street</b>	N Market Street
<b>Traffic / width</b>	10,000-13,000 ADT / two lanes
<b>Transit</b>	Route 35, two buses per hour; Route 33, four buses per hour
<b>Walking conditions</b>	<b>Good.</b> Sidewalks present, pedestrian-oriented design, lots of destinations. Poor connections to east. Market St is a designated <b>pedestrian street</b> between Wabash Ave and Nebraska Ave.
<b>Parks nearby</b>	Kehoe Park (2 acres) west of center. Hillyard Aquatic Center to the north.
<b>Public schools nearby</b>	Regal Elementary School, 1 mile away; Shaw Middle School, 1 mile away
<b>Retail mix</b>	Small stores, shops, and restaurants/taverns. Some vacant storefronts.
<b>Residential mix</b>	Houses and middle housing west of N Haven St.
<b>Employment mix</b>	Industrial uses and small office uses scattered throughout.
<b>Major landowners</b>	Rail/freeway right-of-way corridor to east



\*Does not include single-family residential development

<b>Average land value:</b>	\$3.11 per sf
<b>Recent development (since 2003):</b>	Office: 28,110 sf Retail: 18,260 sf







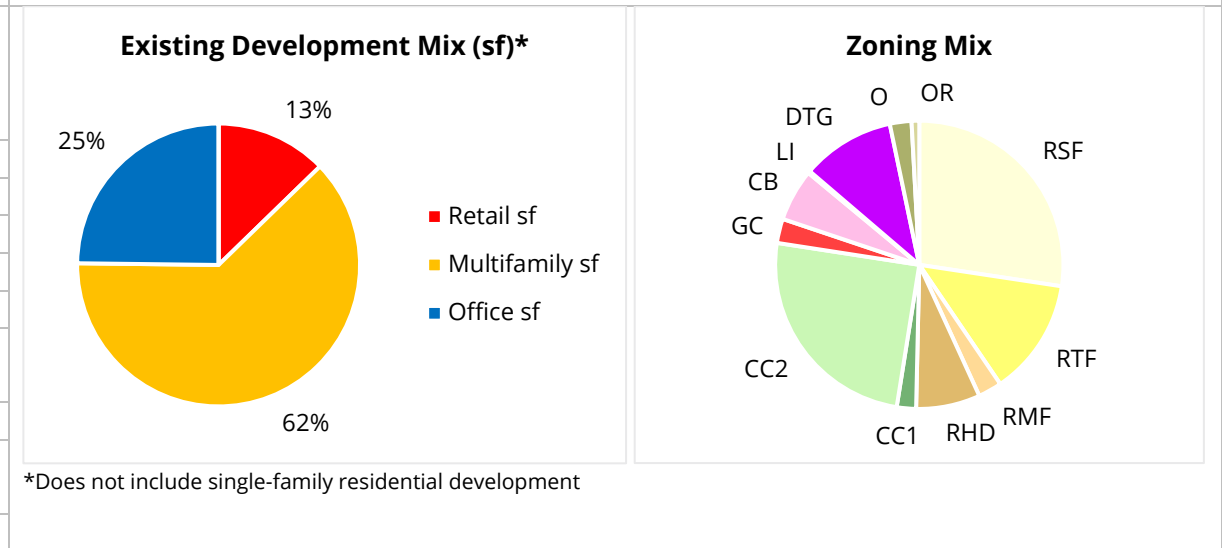
# 16. Monroe - Corridor



Image source 1-4: MAKERS.

**Description:** Corridor – extends for approximately 27 blocks and includes CC2-DC zoning. Such CC2 zoning is very narrow in places with a mixture of RSF, RTF, RMF, and RDH zoning on the backside. Recent road reconfiguration on northern segment has helped to revitalize character and promote some economic development here.

<b>Households</b>	5.8 per acre
<b>Development era</b>	Pre-war. Average year built: 1933*
<b>Primary street</b>	N Monroe St
<b>Traffic / width</b>	17,000 ADT / five lanes
<b>Transit</b>	Route 4, four buses per hour; Route 36, two buses per hour
<b>Walking conditions</b>	Good: Generally good call around, although there are fewer safe crossings of Monroe to the south. Monroe is a designated <b>pedestrian street</b> between W Boone Ave and W Montgomery Ave.
<b>Parks nearby</b>	Corbin Park, 12 acres 1 mile north of center
<b>Public schools nearby</b>	The Community School (high school); Spokane Public Montessori to the west, North Central High School, ¼ mile to east
<b>Retail mix</b>	Broad mix of small-medium retail, including REI at southern end.
<b>Residential mix</b>	Mostly houses and small middle housing, some apartments.
<b>Employment mix</b>	Some office, human services, and government uses, especially in the south.
<b>Major landowners</b>	Spokane Transit Authority, James Orcutt



<b>Average land value:</b>	\$7.25 per sf
<b>Recent development (since 2003):</b>	Retail: 80,405 sf Multifamily: 25,200 sf







# 17. 14th & Grand Boulevard – Neighborhood Center

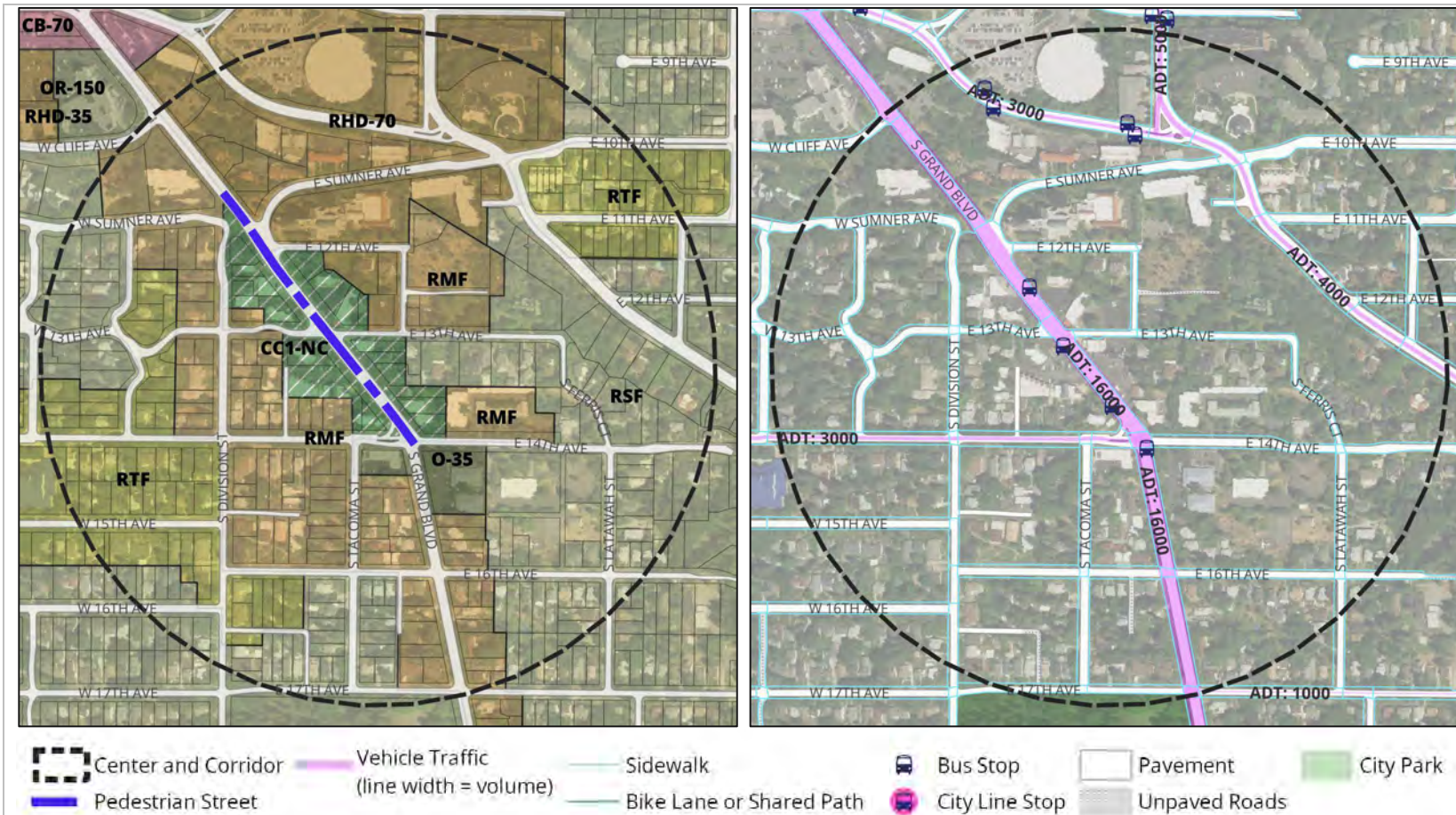
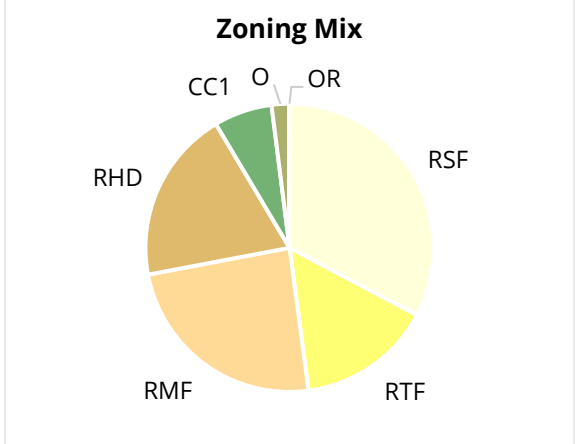
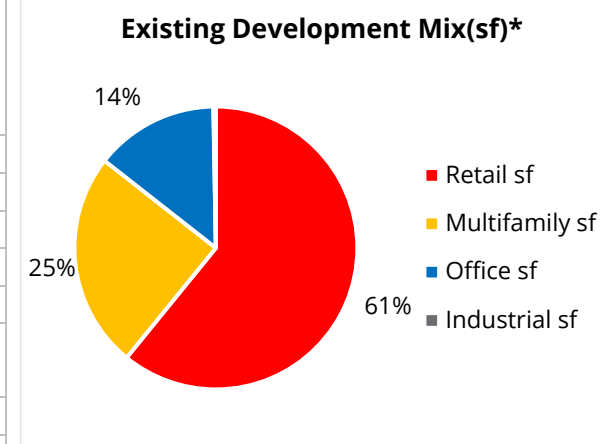


Image source 1-2: MAKERS. 3: Google maps © 2023 Google.

**Description:** Awkward neighborhood center on wide arterial. Generally auto-oriented buildings and uninviting pedestrian character, although surrounding street grid and through-block connections improve walking conditions. Businesses may serve apartment residents and nearby medical uses and part space bring pass-through traffic. Good mix of zoning for residential uses.

<b>Households</b>	8.8 per acre
<b>Development era</b>	Post-war. Average year built: 1958*
<b>Primary street</b>	S Grand Blvd
<b>Traffic / width</b>	16,000 ADT / four lanes
<b>Transit</b>	Route 4, four buses per hour
<b>Walking conditions</b>	Moderate: auto-oriented building design and wide street deter pedestrian traffic. Good sidewalk coverage and connectivity, although topography interrupts connectivity to the north and east.
<b>Pedestrian streets</b>	S Grand Blvd between E Sumner Ave and E 14 <sup>th</sup> Ave.
<b>Parks nearby</b>	Manito Park (90 acres) to south. Cliff Park (5 acres), Edwidge Wolson Park (13 acres) to northwest.
<b>Public schools nearby</b>	Roosevelt Elementary ½ mile to west.
<b>Retail mix</b>	Several restaurants, small stores and services.
<b>Residential mix</b>	Mix of apartments and houses.
<b>Employment mix</b>	Some medical services (extension of hospital cluster to the north).
<b>Major landowners</b>	



\*Does not include single-family residential development

<b>Average land value:</b>	\$8.88 per sf
<b>Recent development (since 2003):</b>	Office: 8,754 sf



# 18. Garland - Neighborhood Center

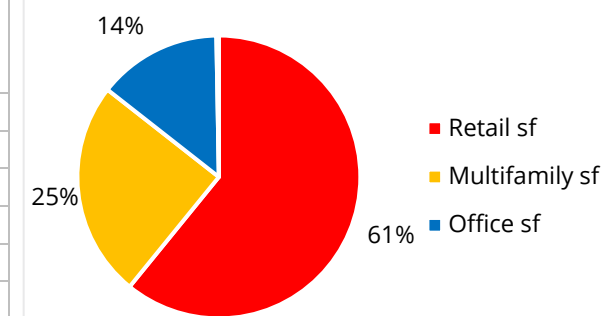


Image source 1-4: MAKERS.

**Description:** Neighborhood Center with CC1-NC zoning. One or only a few pre-war, main-street-style neighborhood centers. Eclectic mix of building designs with lots of shops and restaurants. Large art deco theater at key intersection of N Monroe St and N Garland Ave.

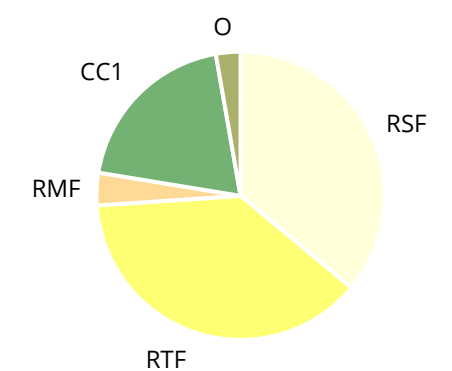
<b>Households</b>	8.2 per acre
<b>Development era</b>	Pre-war. Average year built: 1949*
<b>Primary street</b>	N Monroe St
<b>Traffic / width</b>	15,000-16,000 ADT / five lanes (Monroe) 9000 ADT / two lanes (Garland Ave)
<b>Transit</b>	Route 4, four buses per hour
<b>Walking conditions</b>	Good: excellent connectivity, destination density, and sidewalk coverage. Garland is a designated <b>pedestrian street</b> between N Madison St and N Howard St
<b>Parks nearby</b>	Emerson Park, 40 acres .5 mile south of center
<b>Public schools nearby</b>	Spokane Public Montessori, 2 miles away
<b>Retail mix</b>	Small stores and restaurants, plus a movie theater.
<b>Residential mix</b>	Detached single-family and (likely) small middle housing. A few apartments to the west and south.
<b>Employment mix</b>	Some small offices and automotive shops.
<b>Major landowners</b>	

**Existing Development Mix (sf)\***



\*Does not include single-family residential development

**Zoning Mix**



<b>Average land value:</b>	\$5.63 per sf
<b>Recent development (since 2003):</b>	Multifamily: 60,000 sf



# 19. SFCC – Neighborhood Center

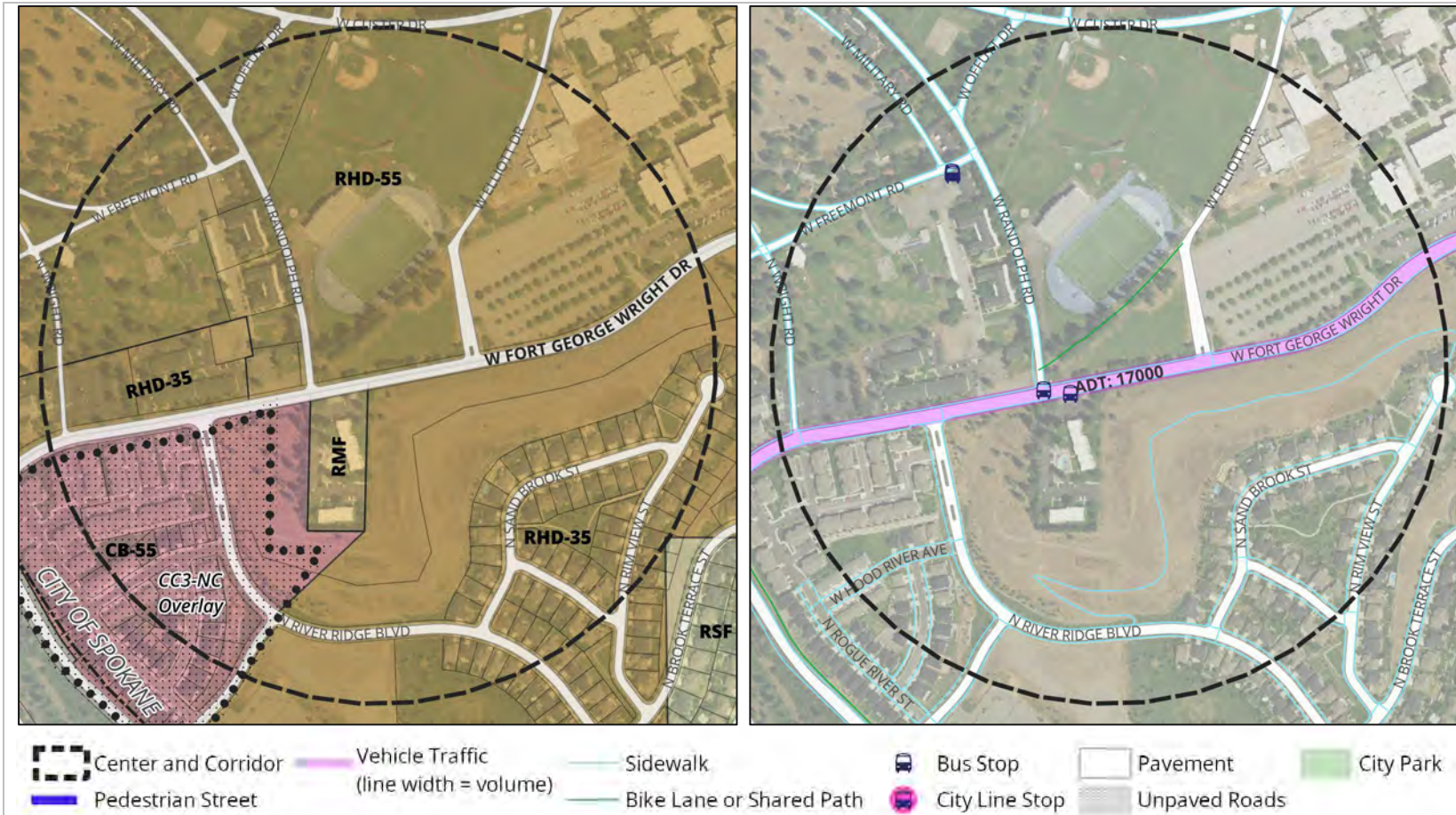
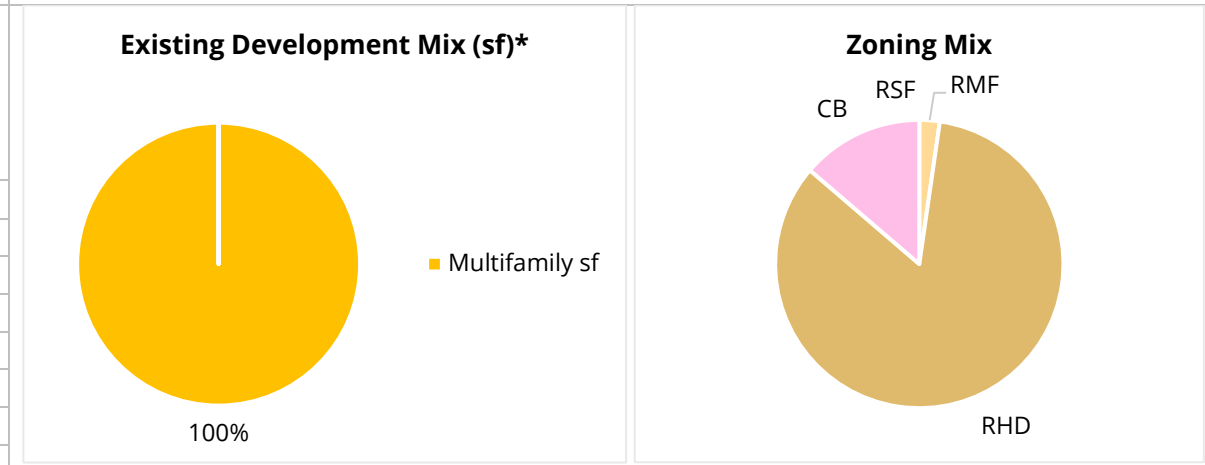


Image source 1-4: MAKERS.

**Description:** Suburban “center” near Spokane Falls Community College west of Spokane River. No retail present, almost all nearby land use is multifamily. No parks in center but ample open space associated with college and natural parks to north. No clear activity node.

<b>Households</b>	7.0 per acre
<b>Development era</b>	Post-war/undeveloped. Average year built: 1987.
<b>Primary street</b>	W Fort George Wright Dr
<b>Traffic / width</b>	17,000 ADT / five lanes
<b>Transit</b>	Route 20, four buses per hour; Route 36, two buses per hour; Route 33, four buses per hour
<b>Walking conditions</b>	Moderate.
<b>Pedestrian streets</b>	None.
<b>Parks nearby</b>	Downriver Park (95.3 acres) to north
<b>Public schools nearby</b>	Spokane Falls Community College
<b>Retail mix</b>	None.
<b>Residential mix</b>	Mostly multifamily, some SFR near the river.
<b>Employment mix</b>	Higher education cluster Community College with Mukogawa Women’s College
<b>Major landowners</b>	State of Washington, Mukogawa Institute, Stejer Development



\*Does not include single-family residential development

**Average land value:** \$2.63 per sf

**Recent development (since 2003):** Multifamily: 169,000 sf



## 20. Indian Trail – Neighborhood Center

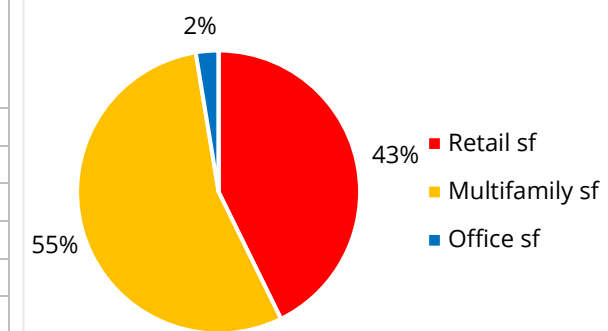


Image source 1-4: MAKERS.

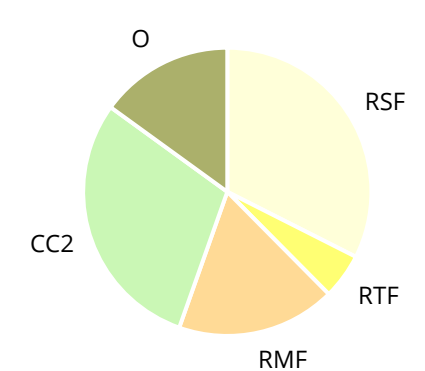
**Description:** Neighborhood Center with CC2 zoning in center. The “center” is basically a very large neighborhood shopping center with a new Safeway and massive parking lot. A mix of low density multifamily uses surrounding the shopping center.

<b>Households</b>	11.1 per acre
<b>Development era</b>	Contemporary. Average year built: 2009*
<b>Primary street</b>	N Indian Trail Rd
<b>Traffic / width</b>	10,000-17,000 ADT / 4 lanes
<b>Transit</b>	Route 23, two buses per hour
<b>Walking conditions</b>	Moderate – Sidewalks on most roads, limited street grid, larger arterial crossings required to reach destinations. No designated pedestrian streets.
<b>Parks nearby</b>	Pacific Park, 5 acres on south end of center
<b>Public schools nearby</b>	Woodridge Elementary, 1/2 mile away
<b>Retail mix</b>	Shopping center anchored by Safeway and Ace Hardware, with pad retail and fast food.
<b>Residential mix</b>	Mix of houses and apartments
<b>Employment mix</b>	No major employers
<b>Major landowners</b>	Vandervert Developments LLC

**Existing Development Mix (sf)\***



**Zoning Mix**



\*Does not include single-family residential development

<b>Average land value:</b>	\$4.54 per sf
<b>Recent development (since 2003):</b>	Multifamily: 467,164 sf
	Retail: 353,138 sf
	Office: 10,215 sf



# 21. Lincoln & Nevada – Neighborhood Center

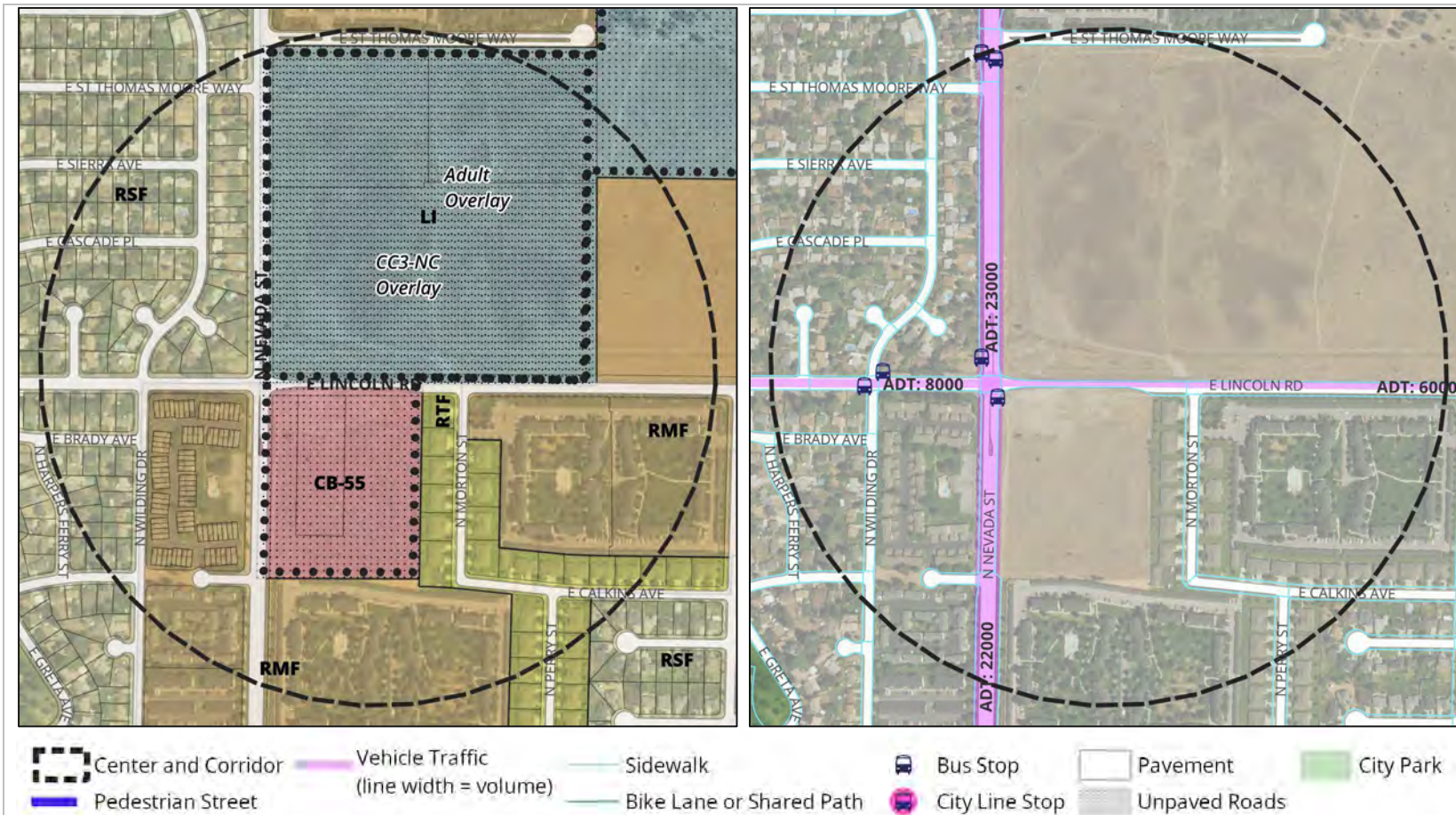
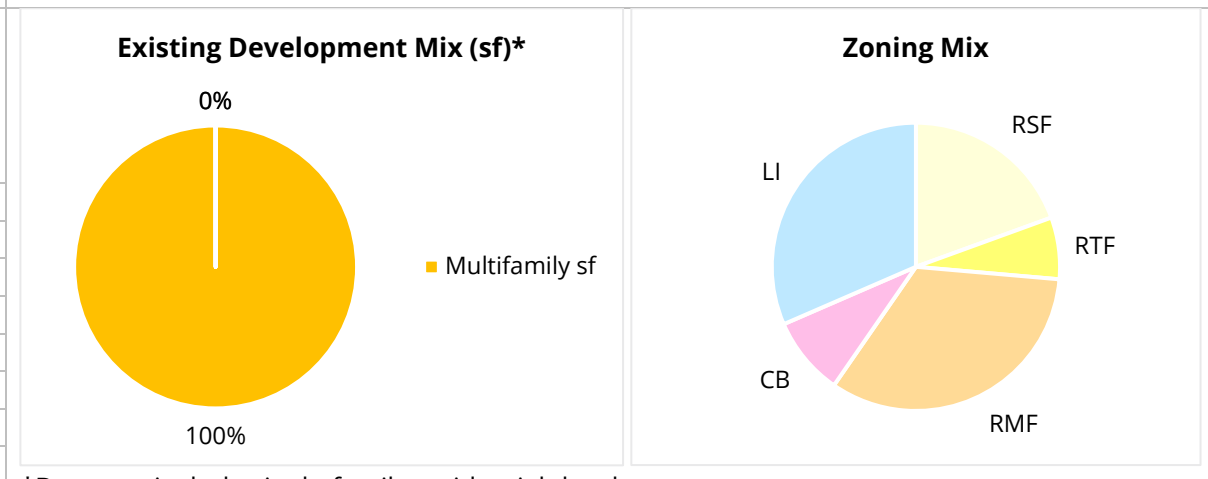


Image source 1-2: Google maps © 2023 Google

**Description:** Neighborhood Center. Most of the center is undeveloped – and zoned LI and CB-55. The street grid and development pattern is set up for the vacant CB property to be developed as a standard suburban neighborhood shopping center.

<b>Households</b>	11.1 per acre
<b>Development era</b>	Contemporary. Average year built: 1993*
<b>Primary street</b>	N Nevada St
<b>Traffic / width</b>	22,000-23,000 ADT / 5 lanes
<b>Transit</b>	Route 26, two buses per hour; Route 28, two buses per hour
<b>Walking conditions</b>	Poor – limited connectivity and widely spaced destinations, although sidewalks are present.
<b>Pedestrian streets</b>	None
<b>Parks nearby</b>	Friendship Park, 12 acres, ¼ mile southwest of center
<b>Public schools nearby</b>	Shiloh Hills Elementary School, 3/4 mile away
<b>Retail mix</b>	None
<b>Residential mix</b>	Mix of low-density houses, duplexes, and garden apartments.
<b>Employment mix</b>	Rehab center to the south
<b>Major landowners</b>	Douglass family



\*Does not include single-family residential development

<b>Average land value:</b>	\$3.20 per sf
<b>Recent development (since 2003):</b>	None



## 22. South Perry – Neighborhood Center

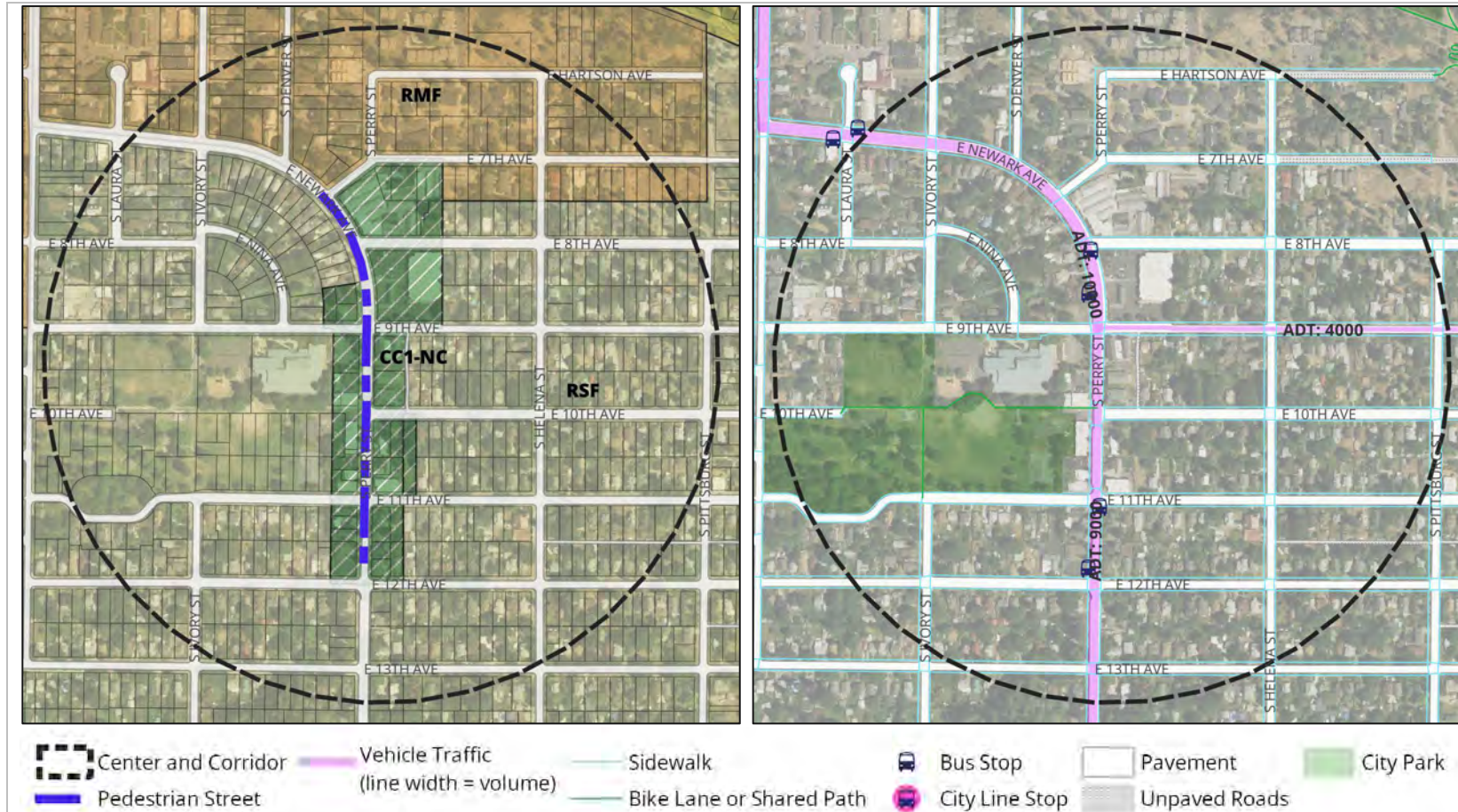
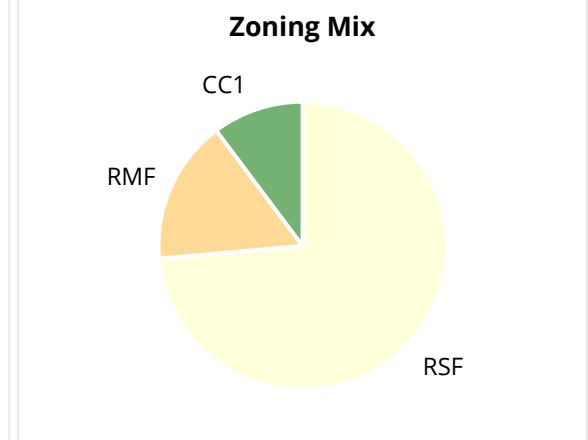
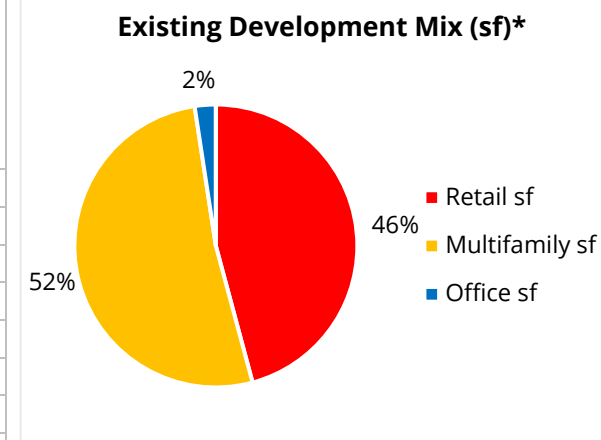


Image source 1-4: MAKERS.

**Description:** Small, lively neighborhood center with retail businesses surrounded by well-maintained historic low-density residential neighborhoods. Some recent investment in new buildings on small sites on the main drag, with mixed results. Popular Farmers Market on Thursdays. Zoning is mostly RSF. Moderate traffic on S Perry St brings customers but does not overwhelm pedestrian-friendly environment.

<b>Households</b>	7.4 per acre
<b>Development era</b>	Pre-war. Average year built: 1942*
<b>Primary street</b>	S Perry St / E Newark Ave
<b>Traffic / width</b>	9,000-10,000 ADT / two lanes
<b>Transit</b>	Route 45, two buses per hour
<b>Walking conditions</b>	Excellent
<b>Pedestrian streets</b>	S Perry between E 7 <sup>th</sup> Ave and E 12 <sup>th</sup> Ave.
<b>Parks nearby</b>	Grant Park, 12.6 acres, west side of center
<b>Public schools nearby</b>	Grant Elementary
<b>Retail mix</b>	Small shops and eating/drinking. Floral greenhouses/garden store.
<b>Residential mix</b>	Mostly single-family detached houses, with some old and new middle housing.
<b>Employment mix</b>	Greenhouses.
<b>Major landowners</b>	Alice Brothers LLC



\*Does not include single-family residential development

<b>Average land value:</b>	\$6.09 per sf
<b>Recent development (since 2003):</b>	Retail: 11,980 sf



# 23. West Broadway – Neighborhood Center

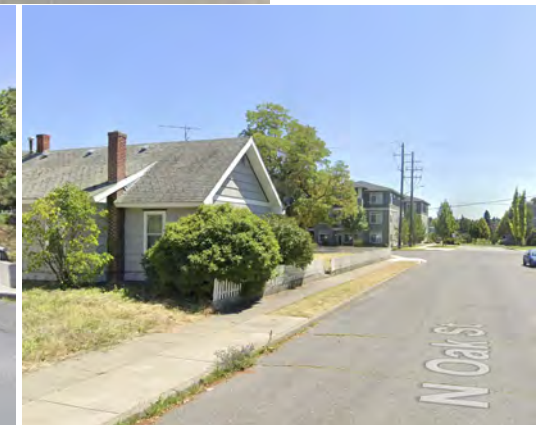
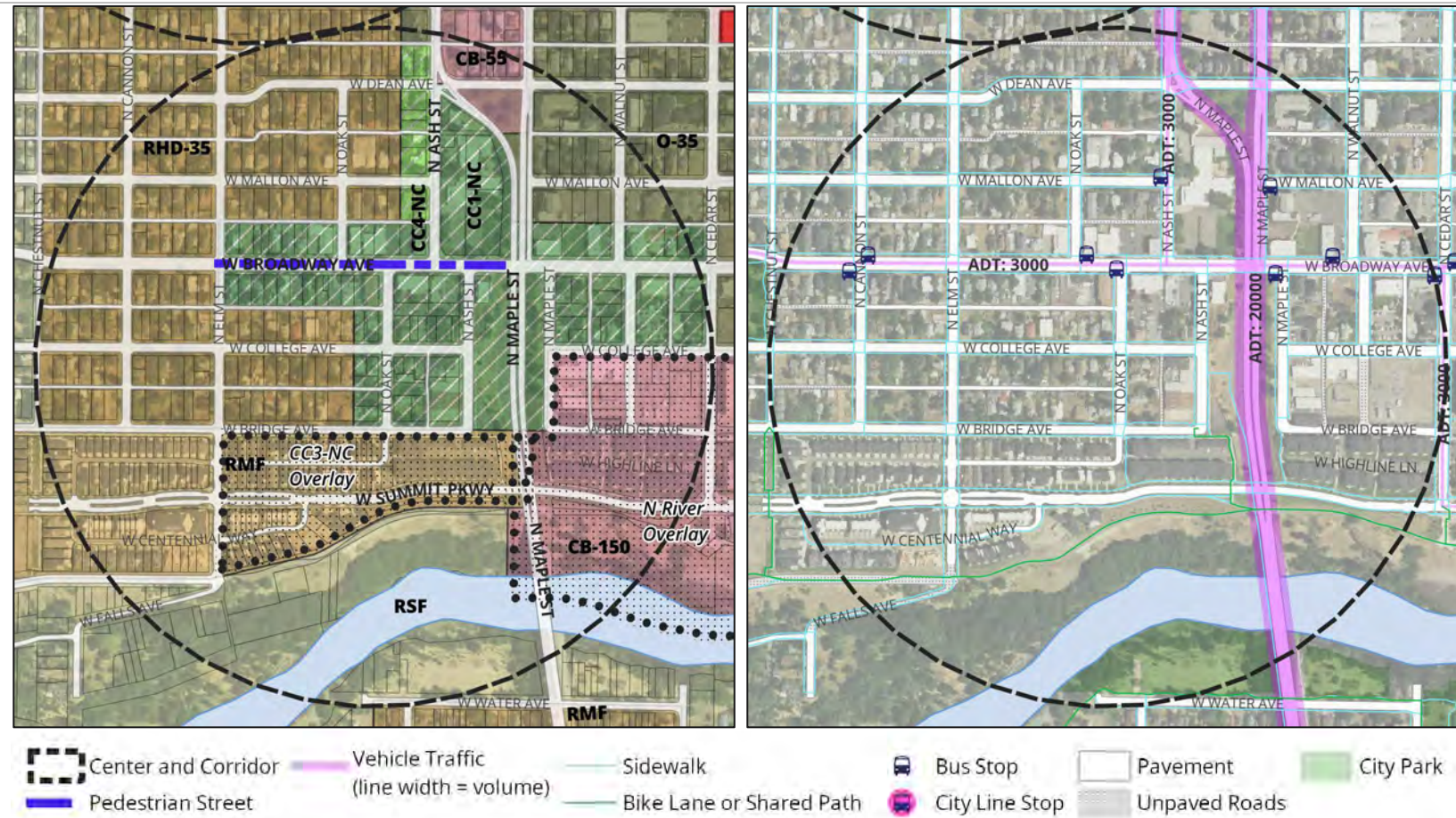
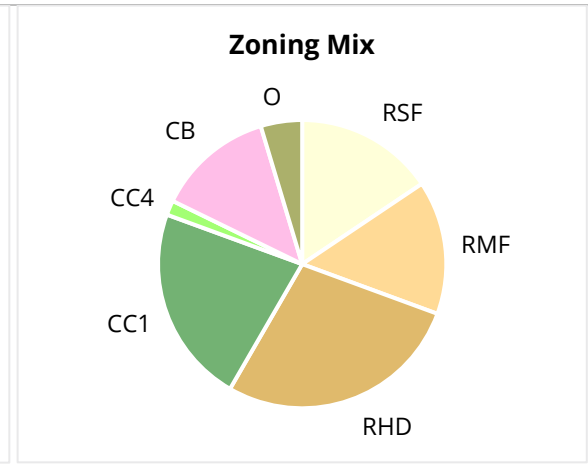
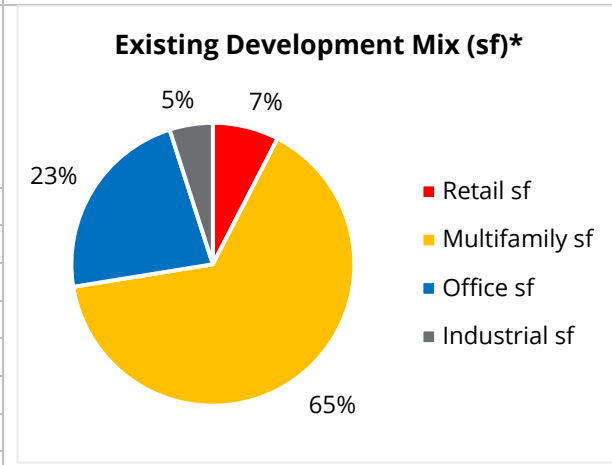


Image source 1-3: Google maps © 2023 Google.

**Description:** Small historic neighborhood center with limited activity. Seemingly in state of transition, with potential impact of recent Kendall Yards development immediately to the south and North River redevelopment to the east not yet realized. Grade separated N Maple St ROW cuts off connectivity, diverts pass-through traffic, and creates a gap in the build fabric. Some good bones for small walkable business district. Low-intensity existing uses. Limited traffic on Broadway, with no major crossroads, but an upcoming project to convert Ash St to two-way traffic will help.

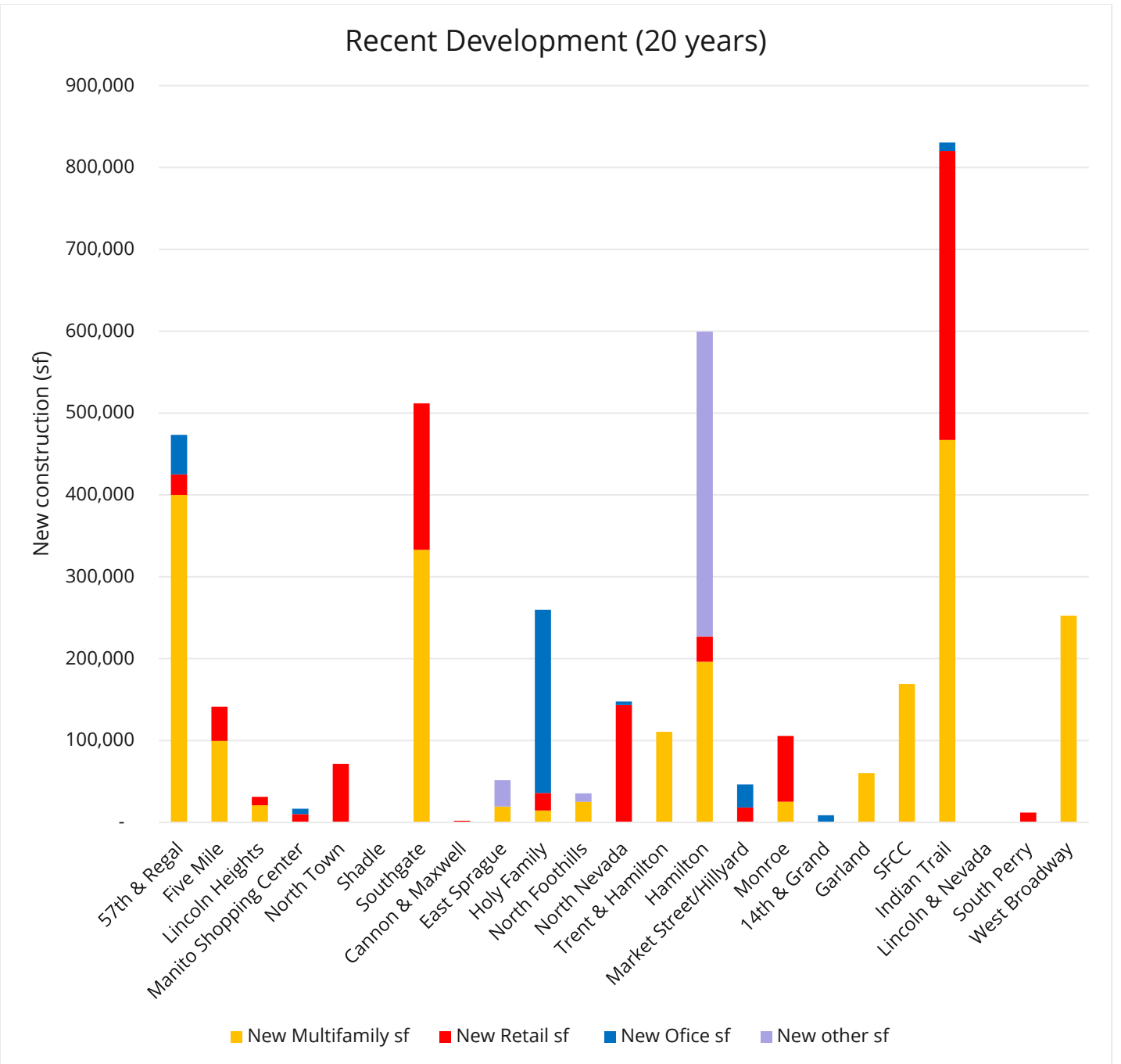
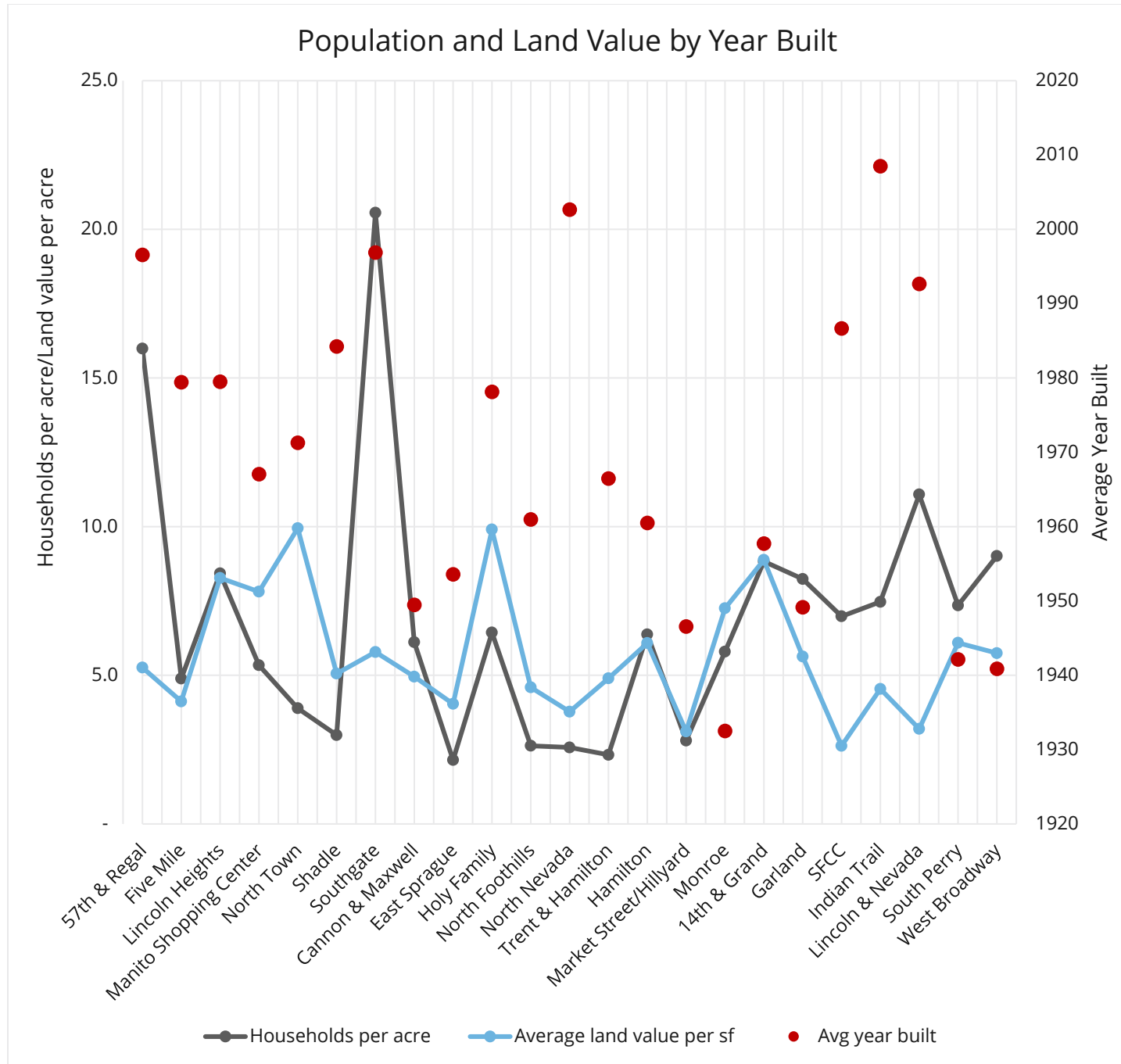
<b>Households</b>	9.0 per acre
<b>Development era</b>	Pre-war. Average year built: 1941*. Maple St highway interrupts pre-war fabric.
<b>Primary street</b>	W Broadway Ave
<b>Traffic / width</b>	3,000 ADT / three lanes
<b>Transit</b>	Route 21, four buses per hour, east/west.
<b>Walking conditions</b>	Generally good – Maple St interrupts east/west connectivity.
<b>Pedestrian streets</b>	W Broadway Ave between N Elm St and N Maple St.
<b>Parks nearby</b>	Dutch Jake’s Park, .4 acres at the west edge of center
<b>Public schools nearby</b>	TEC at Bryant alternative public high school. Holmes Elementary, 1 mile away.
<b>Retail mix</b>	Some small shops in main-street-style buildings on Broadway.
<b>Residential mix</b>	Low density and small middle housing in historic grid, higher densities to south in Kendall Yards.
<b>Employment mix</b>	Bail Bonds and legal offices cluster. School.
<b>Major landowners</b>	Laplante Properties International, Bridgeway Apartments LLC



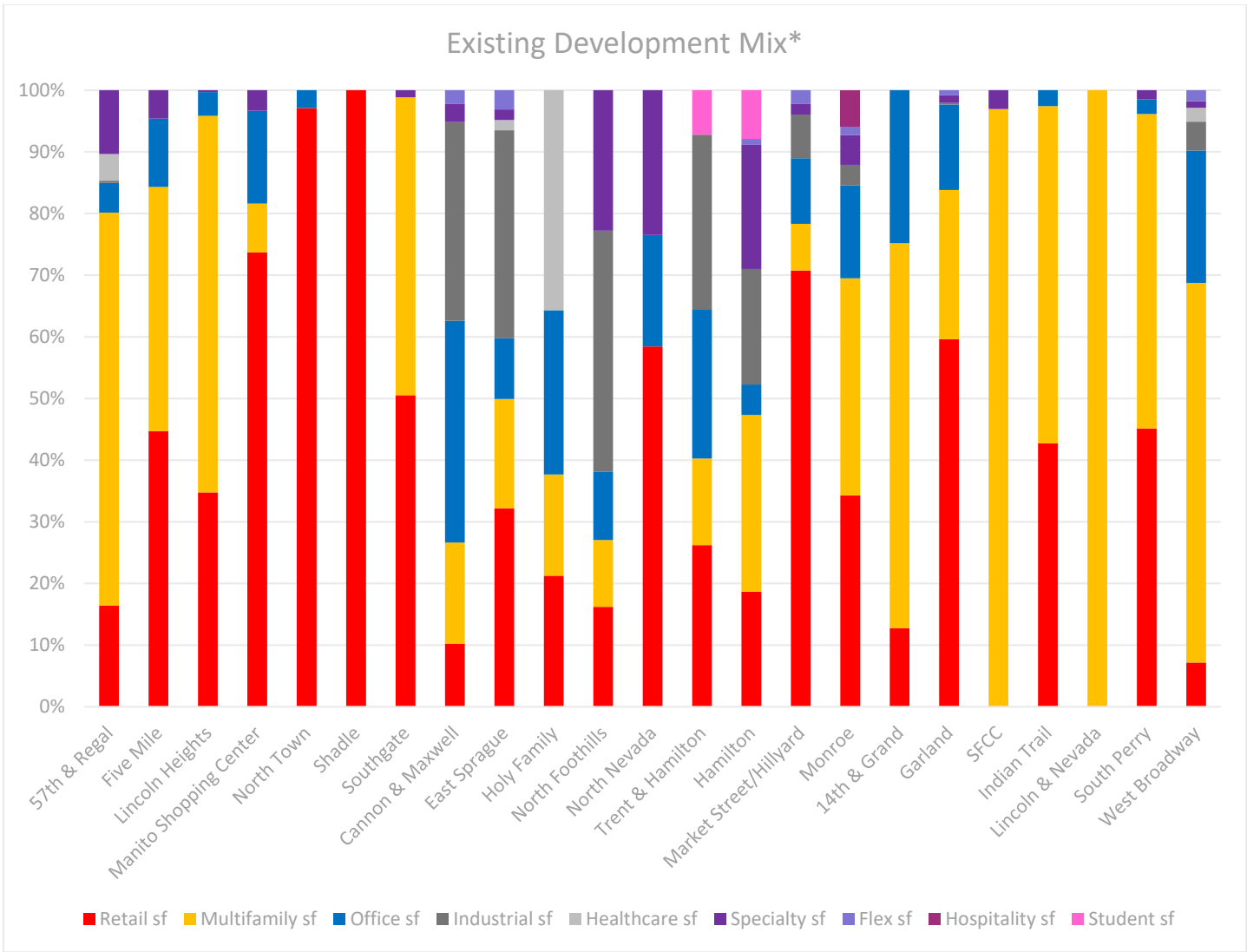
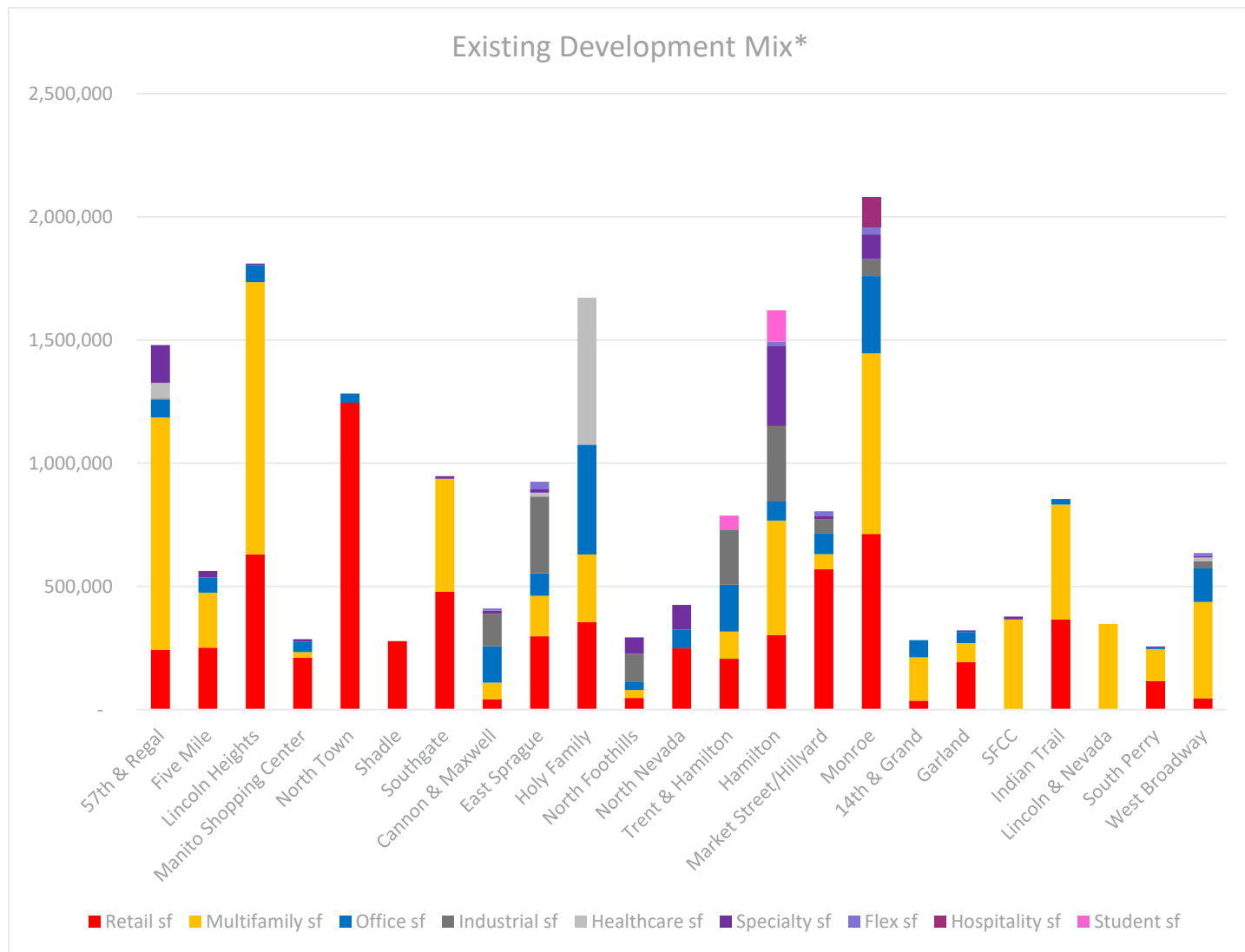
\*Does not include single-family residential development

<b>Average land value:</b>	\$5.75 per sf
<b>Recent development (since 2003):</b>	Multifamily: 252,480 sf

# Comparison Graphs







\*Does not include single-family residential development



# Centers and Corridors Update Study – Public Engagement Memorandum

Date: December 2023

Project: Centers and Corridors Update Study

Subject: Public Engagement Memorandum

Department: Planning Services



## Background

This memo summarizes the first phase of public engagement for the Centers and Corridors Update Study in the Fall of 2023. The Centers and Corridors Study was initiated by the City of Spokane Planning Services in the Summer of 2023. Consultants MAKERS Architecture and Urban Design, Leland Consulting Group, and SCJ Alliance are leading the effort to develop recommendations for evaluating and improving the Center and Corridor development regulations, comprehensive plan policies, and design standards. For more information on the project, please visit the project webpage <https://my.spokanecity.org/projects/centers-and-corridors-study/>.

Community perception of Centers and Corridors is an important component to developing recommendations that suit the needs of the city’s residents and visitors alike. To ensure people with various schedules and needs were accommodated in the engagement process various methods, as explained further in this memo, were used.

- Coffee Shop Drop-ins ..... 2
- Open Houses ..... 4
  - In-person Open House at the Central Library..... 4
  - Virtual Open House..... 8
- Virtual Engagement ..... 9
  - Community Survey..... 9
  - Webpage & Video ..... 11
- Summary ..... 12
- Appendix ..... 13



# Centers and Corridors Update Study – Public Engagement Memorandum

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## Coffee Shop Drop-ins

Coffee shop drop-ins were organized to reach an audience that does not typically attend community meetings. For four weeks October and November of 2023, planning staff set up engagement tables at different coffee shops on a Saturday morning each week from approximately 8 to 10 am. Locations for the coffee shop drop-ins spanned the city to include Northeast, Northwest, Downtown, and South Spokane. The drop-ins included a mapping exercise, feedback sticky notes, and a comment sheet. However, most people preferred to discuss the Center and Corridor concept and give their feedback through discussion with planning staff. Planning staff recorded notes during these discussions and included the highlights of those conversations in the appendix of this public engagement memo.

Some notable highlights of these conversations include:

- Several folks commented on the need for improved pedestrian and bicycle safety in Centers and Corridors. Comments ranged from better bicycle parking, improved lighting, better crosswalks, wider sidewalks, rear-loaded parking, etc.
- The favorability of participants toward each Center or Corridor depended largely on the quality of public investments in the streetscapes and right-of-way, as well as the availability and scale of local shops and destinations.
- People generally preferred Centers when the traffic was slower and more comfortable to walk from shop to shop.
- There is a general need for more neighborhood-oriented stores and services, such as grocery stores.
- Affordable and higher-density housing is lacking in a lot of the Centers and Corridors.
- Participants expressed support for further in-person engagement in formats such as the Coffee Shop Drop-ins, where residents can participate in their local neighborhoods during their normal routines.
- Participants indicated a desire to focus future development on street-fronting buildings and away from developments dominated by large parking lots.
- A portion of participants expressed support for further aesthetic enhancements through landscaping, street furniture and lighting.
- Those that indicated support for higher-intensity development tended to suggest strategies such as stepping back higher stories in taller buildings to avoid overshadowing adjacent developments and street space.

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**Photo:** Public engagement booth at The Shop on South Perry Street on Saturday November 4, 2023

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## Open Houses

### *In-person Open House at the Central Library*

The in-person open house was held at the Spokane Central Library on October 26, 2023, from 3:00 pm until 7:00 pm. A total of 12 people participated in the meeting. 4 stations presented participants with opportunities to learn more about the project and to give feedback.

The welcome station informed participants about the project background and provided a summary of the survey responses that had been received to date. This station also directed participants to the survey and the project website for more information.

Three additional stations provided members of the public with opportunities to give feedback relating to their experiences with the current centers and corridors. The first station included a map of Spokane with marked locations of the centers and corridors. Participants were able to place stickers on the map that mark where they live and where they go to work, play, and use services.



# Centers and Corridors Update Study – Public Engagement Memorandum

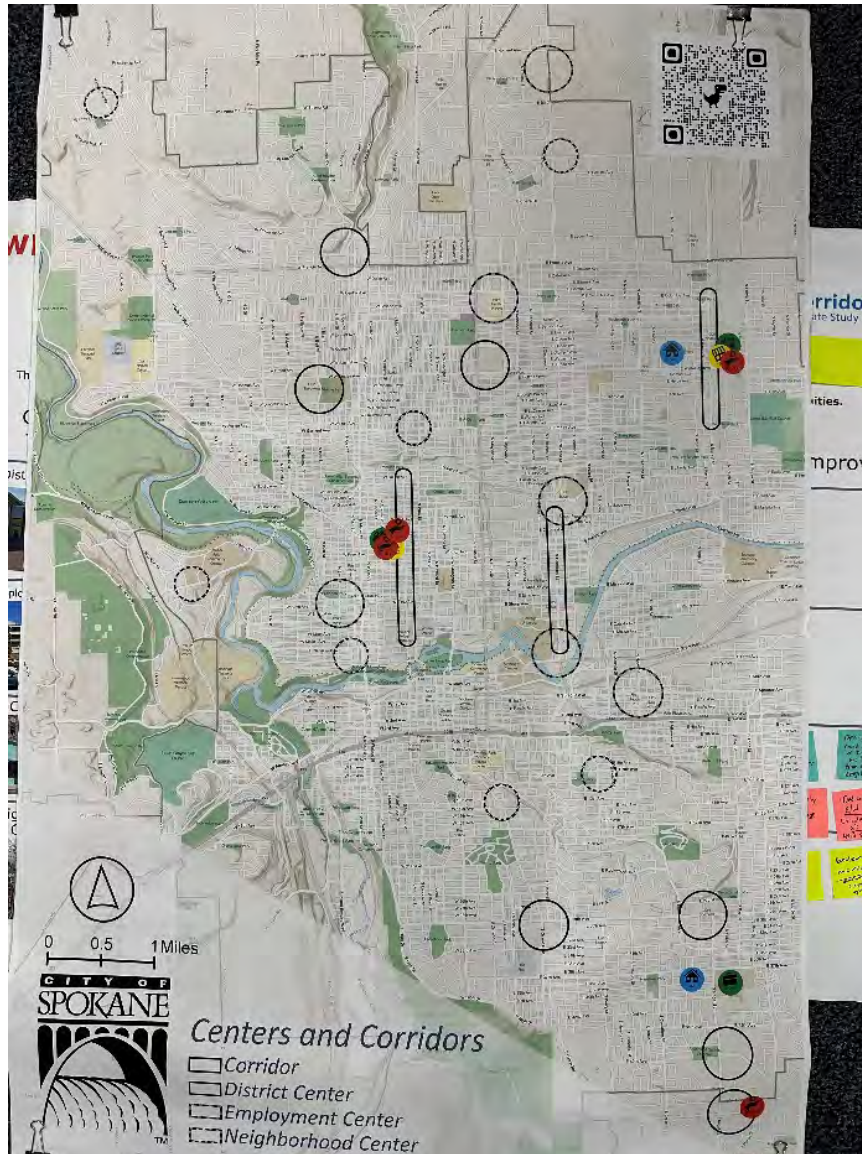


Figure 1: Centers and Corridors Map with location stickers

The next station provided participants with a summary of each type of center (neighborhood, employment, or district) and the corridors and the goals associated with each. Participants were then able to write down things they liked and to suggest areas of potential improvement.



# Centers and Corridors Update Study – Public Engagement Memorandum



## What have we heard so far?

What do you like about these places?  
What would make them even better?

The City of Spokane's Comprehensive Plan in 2001 adopted a strategy of focusing growth toward "Centers and Corridors". These locations can accommodate new housing within a short walking or rolling distance of shopping, services, public transit, and other amenities.

### District Centers

- Locations**
- 57th & Regal
  - Five Mile
  - Lincoln Heights
  - Manito Center
  - Northtown
  - Shadle
  - Southgate



**Pedestrian Friendly Environment**

- Variety of business catering the larger region
- Buildings oriented to the street
- Provides a central gathering space for social interaction

### What do you like?

- Schools, libraries, shopping centers.
- Functional in meeting the first criteria of providing a variety of businesses catering to the larger region.
- The transit infrastructure is there, they are on frequent transit routes.
- Shadle and Northtown have a lot of larger businesses.
- Lincoln Heights has all the amenities ... but needs more pedestrian-friendly walkways.

### Potential Improvements

- None of them have enough density. The only thing surrounding a CC zone should be Multi-Family. Centers and Corridors will fail (lose business) as long as there is not enough foot traffic.
- Planners need to continue this trend of "stepping back" by removing restrictive development requirements around centers & corridors.
- We need transformative change. We need Vancouverism applied to each and every center and corridor. Our housing shortage cannot be changed substantively and sustainably without it.
- Need to support our local small businesses more.
- I don't see a gathering space at Manito or Lincoln Heights, just lots of parking lots.
- Not nice places to walk due to large space between businesses, huge parking lots.
- Traffic deters pedestrians.

### Employment Centers

- Locations**
- Cannon/Maxwell
  - East Sprague
  - North Foothills
  - North Nevada
  - Trent/Hamilton
  - Holy Family



**Strong employment component of non service jobs.**

- Variety of businesses catering to a larger region
- Density much higher than typical neighborhood
- Taller buildings oriented to the street

- East Sprague is spread out long, but has a great variety and price range for goods and services.
- Holy Family seems to be operating as you would like.
- The intensity of use is there, but it's not mixed use and not multi-modal.
- North Foothills has a good mix of businesses and those I frequent the most, Yoke's Grocery and Roast House Coffee, accommodate bicycles. It is served by STA Line 27.

- Density and diversity of employers is a challenge in many of these areas, especially Sprague.
- These employment centers could benefit from their own business improvement districts similar to the downtown BID.
- Setbacks are OK for industrial and rural land uses, but for residential and commercial uses they are not necessary and restrict development.
- Many of these are heavy commercial or industrial areas where buildings are not street-oriented and walking environments are not pedestrian friendly.
- Build up. These areas can house multiple 20+ story mixed-use buildings without dramatically altering the surrounding neighborhoods.
- I own commercial property on F. Sprague and would like to see more dense housing.

### Corridors

- Locations**
- Hamilton Street
  - Market Street
  - Monroe Street



**Supports frequent transit**

- Variety of business for surrounding neighborhood
- Density is higher than a typical neighborhood with various housing styles
- Streets have walking and bicycling facilities

- Neighbors know each other. Neighborhood pride.
- Investment is happening: Kehoe Building, bike shop, more and other businesses
- The parks here are great! Kehoe Park is well-maintained
- It's walkable and there is a local coffee shop
- There are destinations to walk to
- Monroe seems to be doing the best of these corridors, in large part due to the Monroe Street road diet. Traffic calming, walkability, local business investment and real estate development have all improved.

- Green bike lanes and more bike parking
- Make parking line-lined on Market Street. Need a central parking area, possibly on Green Street?
- Gateway signage over the street, like Chula Vista in San Diego
- With existing traffic with opening of NBC, shift Market Street from a corridor to a center?
- Market could use freshening up, like Monroe, with lighting
- Market Street needs better signage to/from Children of the Sun Trail
- Road safety near Walleiday Ave
- Create a dedicated east-west bike lane in Hillyard
- Need help with maintaining parking stops near Market Street; would rather have curb extensions
- Need more traffic control/calming in neighborhood streets
- Need more small-unit housing
- Need a Market Street Farmers Market and stuff to draw families

### Neighborhood Centers

- Locations**
- 14th & Grand
  - Garland Ave
  - Whistlers Way
  - Indian Trail
  - Lincoln & Nevada
  - South Perry
  - West Broadway



**Transit Supportive density**

- Variety of business catering to neighborhood residents
- Buildings oriented to the street
- Pedestrian Friendly Environment
- Promotes social interaction and central gathering spaces

- Proximity from home to business/employment.
- Small businesses and good sidewalks.
- Garland and S. Perry are the best examples of this design.
- Perry is a perfect neighborhood center.
- Garland has a good mix of shops, services, businesses, and reasonably-priced eateries. It has a post office and a movie theater.
- I think everyone is doing their best for the most part.
- Traffic calming, trees, density of destinations

- The Garland Area could use a central gathering place.
- Garland and Perry are good places to be but I don't believe there is enough density to support transit/businesses.
- 14th & Grand is not pedestrian-friendly
- Grand and 14th lacks sufficient services and gathering space.
- I am surprised to learn that 14th and Grand is a center. It doesn't meet most of the criteria listed above.
- Perry needs even more businesses.
- An increase in business around some of the neighborhood centers such as SFCC would be a good thing.
- West Broadway is not dense.

Figure 2: Likes and Improvements Poster



# Centers and Corridors Update Study – Public Engagement Memorandum

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The last station provided participants the opportunity to show, rather than tell, their vision for the future. Using Bing Image Creator, a free online program, City staff helped attendees type in a prompt describing their ideas. Then, the Artificial Intelligence (AI) technology running Bing Image Creator used the prompt to generate unique, customized images. The goal of the exercise was to help everyone start thinking in new ways about where we want to go as a community in our Centers and Corridors.



Figure 3: AI generated Centers and Corridors images.

# Centers and Corridors Update Study – Public Engagement Memorandum

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## *Virtual Open House*

Planning Services hosted a virtual open house to present draft findings from the consultant team and to create a space for folks who either couldn't attend in-person engagement opportunities or prefer virtual meetings, providing this segment of the population a chance to ask questions and learn about the project. The meeting was hosted via Microsoft Teams on Tuesday, November 7, 2023, from 6 to 7 pm.

Though the meeting was advertised on the City's webpage, through social media and the community update, and at the other engagement events, only three participants attended. Based on the participation rate, virtual engagement seems to be most effective when asynchronous formats in which participants can comment according to their schedule and availability. Hosting online surveys, providing informational videos, hosting moderated comment forums, and making clear that people can email the project team to ask questions provides the community with the ability to engage at will.

# Centers and Corridors Update Study – Public Engagement Memorandum

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## Virtual Engagement

### *Community Survey*

A community survey helped gauge the community’s opinion on Centers and Corridors and assess which Centers or Corridors the community deems successful in achieving the Comprehensive Plan goals. The survey opened on October 12, 2023, and closed on November 12, 2023, a total of 212 responses were received. The City advertised the survey at public engagement events including coffee shop drop-ins, open houses, email lists, the City of Spokane Community Update, in social media posts, and during presentations to the Plan Commission and other committees. The appendix of this Public Engagement Memo includes a list of the questions as well as long-form responses.

The following figures (4 & 5) show an example of the questions asked in the survey. Generally, respondents noted that few Centers and/or Corridors meet all the goals of the Comprehensive Plan. A few notable themes consistently reiterated throughout the responses include:

- There is a notable lack of pedestrian and bicycle infrastructure in most Centers and Corridors.
- Centers and Corridors are not as dense as prescribed by the Comprehensive Plan and the use mix is lacking.
- Safety is generally a significant issue for visiting any Center or Corridor. Safety issues include:
  - Street crossing
  - Lighting
  - Weather-related maintenance
  - Sidewalk maintenance and design
- Generally, more community-oriented gathering spaces are needed (plazas, open space, parks, etc.)



# Centers and Corridors Update Study – Public Engagement Memorandum

Figure 4 What Neighborhood Center do you visit most often?

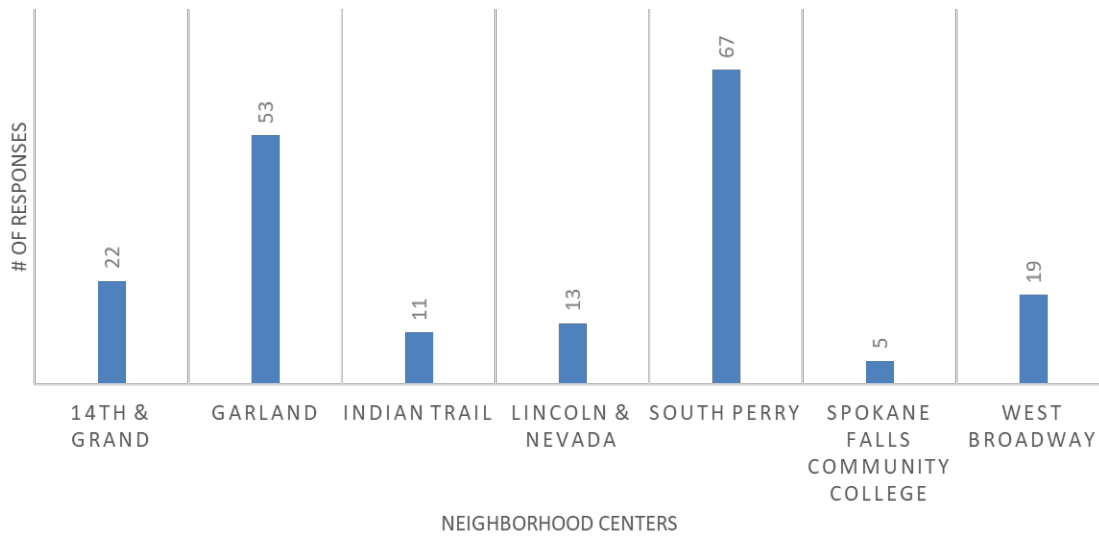
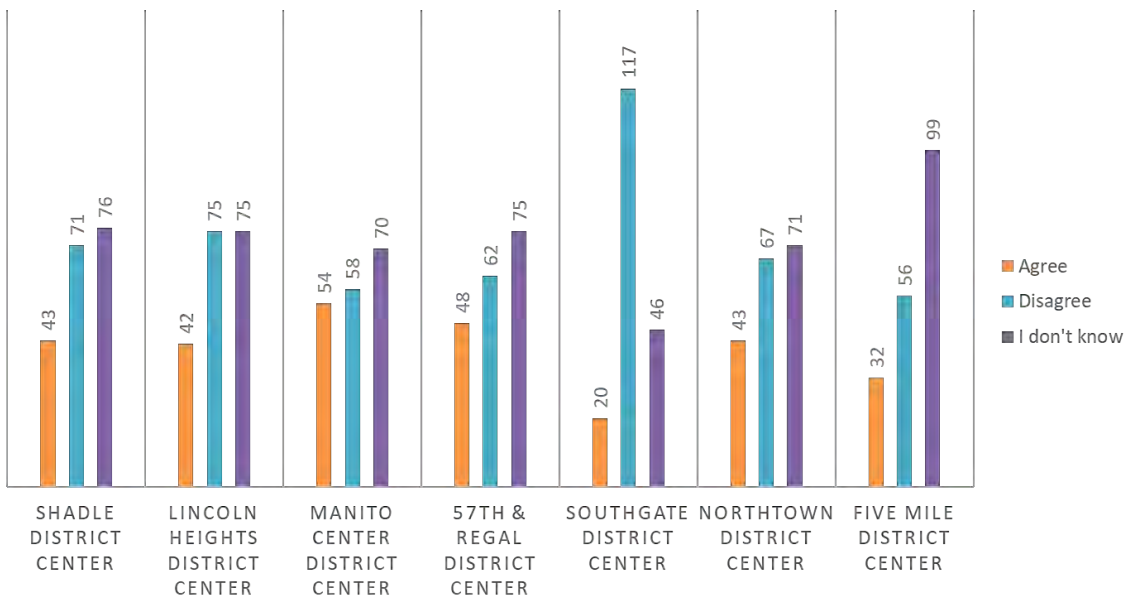


Figure 5 Do the following District Centers meet the goals of the Comprehensive Plan?





# Centers and Corridors Update Study – Public Engagement Memorandum

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## *Webpage & Video*

The [Center and Corridor webpage](#)<sup>1</sup> went live in July 2023 and provides:

- Access to project documents,
- A sign-up form for the project email list,
- Links to surveys and comment forms,
- Project updates, and
- Notices when items related to the Centers and Corridors Study are going to be presented at Plan Commission or City Council.

In partnership with CityCable5, the Planning Department developed a video showcasing the various Neighborhood Centers in Spokane with a call to action to get involved with the planning process. To date (December 4, 2023) the video received 246 views. Channel 5 is a function of the City of Spokane Communications Department designed to produce programming for the City's government access channel. This channel is reserved under the City of Spokane's cable communication franchise and pursuant to the City's Cable regulatory ordinance, SMC Chapter 10.27. The facilities of Channel 5 are owned, operated, and staffed by the City of Spokane. A Vimeo channel hosts all videos produced by Channel 5 for the City of Spokane and the Spokane's City Council.

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<sup>1</sup> <https://my.spokanecity.org/projects/centers-and-corridors-study/>

# Centers and Corridors Update Study – Public Engagement Memorandum

## Summary

This initial public engagement phase in the fall of 2023 gave the project team with solid feedback to take back to the consultants regarding community perceptions of Centers and Corridors. Feedback from the community is immensely important for informing subsequent planning documents in the coming months. This engagement helps ensure that final project deliverables reflect the values identified in the Comprehensive Plan and confirmed in this outreach phase, including themes such as:

- **Pedestrian and bicycle friendliness:** Community feedback highlighted the need for improvements to sidewalk and street elements related to pedestrian and bicycle facilities. These elements include wider sidewalks, enhanced crosswalks, more and high-quality bike lanes, better bike parking, improved landscaping, and general improvements to the pedestrian realm.
- **Affordable housing and diverse use of land:** Many community members noted the lack of a diverse utilization of land. Participants consistently noted the downsides of Centers or Corridors dominated by single land uses, whether big-box retail stores, antique stores, restaurants, or other single development types. While some of these land uses such as restaurants and antique stores add character that defines the Center or Corridor, many participants felt that Centers would benefit from increasing the diversity of uses to include moderate to high-density residential, small(er) grocery stores, and/or community-oriented gathering spaces such as small-scale plazas or parks.
- **Community space:** Of note, there is a general lack of community-oriented gathering spaces in Centers and Corridors. Some Centers and Corridors include parks, libraries, or community centers but many do not. As some community members suggested, these community spaces play an important role in promoting a sense of place and belonging.

The appendix of this public engagement memo documents all feedback for future reference. Between the various engagement methods mentioned throughout this memo, City of Spokane Planning Services were able to connect with hundreds of residents in the Spokane community.

Method of Engagement	Number of Responses/ Interactions
Community Survey	212
Webpage & Video	246+
Coffee shop drop-ins	~25
Open Houses (virtual & in-person)	~15
<b>Total</b>	<b>498+</b>



# Centers and Corridors Update Study – Public Engagement Memorandum

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# Centers and Corridors Update Study – Public Engagement Memorandum

## Coffee Shop Drop-in Feedback

<b>Employment Centers</b>	
<b>What do you like?</b>	<b>Potential improvements</b>
	Set aside housing units for affordable housing in centers or other places
<b>Neighborhood Centers</b>	
<b>What do you like?</b>	<b>Potential improvements</b>
	14th & Grand needs pedestrian improvements- currently unsafe to be a pedestrian
	Centers and Corridors was never fully implemented
	More pedestrian oriented development/ street design
	Bikes should get an advanced green or go-ahead similar to advanced pedestrian phase
	Need xeriscaping and better landscaping in parking strips along commercial streets in Centers; City projects should be examples of the highest quality of the principles espoused by the City's SpokaneScape program. City projects should be an inspiration
	Look at Art Alleys for places like Garland and Perry to decrease temptation of graffiti
	Stop signs in commercial areas should be placed where you have sight lines around buildings that are built up to the sidewalk and street corner
<b>Corridors</b>	
<b>What do you like?</b>	<b>Potential improvements</b>
The parks here are great! Kehoe Park is well-maintained	Better signage to the Children of the Sun Trail from Market Street Corridor in Hillyard
Neighbors that know each other and neighborhood pride.	Freshen up the character of Corridors with lighting and stamped concrete
There is investment happening, in the Kehoe building, bike shop, and more	Maintenance of parking strips is an issue; would rather have curb extensions
The schools	Need features to draw in families, like farmers markets
There are destinations to walk to	Need a better farmers market in Hillyard
The neighborhood is walkable and there is a local coffee shop (Market Street)	Need low-rise housing with small units

# Centers and Corridors Update Study – Public Engagement Memorandum

	Road safety near Wellesley Ave in Hillyard needs to be improved
	Create gateway signage over Corridors, similar to Chula Vista gateway sign in San Diego
	It would be useful to have time-limited parking on Corridors to encourage turnover to accommodate customers at local businesses
	Re-use Green Street between Broad and Queen --- buildings or parking
	Clear the path for getting feedback at the City for ideas on possibilities for mixed-use apartment buildings and storefronts on Corridors
	More custom bike racks on the main streets
	Try temporary traffic calming installations
	Increase the number of safe/pedestrian-activated crossings along Corridors for access from residential areas to storefronts
	Improve relationships between inspectors and property owners; trust is an issue --- first inspector on a fence installation was inconsistent, the second inspector was great and super helpful
	Reduce landscaping on parking strips and focus on curb extensions and bulbouts, this would create less potential for poor maintenance
	Would support an exemption for grocery stores in Centers and Corridors and any options to support small local grocers like Jack, the owner of Green's Grocery on Market Street
	The corner of Regal & Francis is a major safety issue --- there have been more than 14 crashes in the last two years
	All alleys along Corridors should have artistic improvements to encourage multiple uses and reduce graffiti and property damage
	Design Corridors for 20 mph and post them with this speed limit. Monroe in particular.
Monroe Corridor improvements --- slowing traffic down, adding streetscape amenities, and landscaping	City needs to prioritize maintenance of landscaping; private owners are either spending large amounts each year on maintenance or not maintaining the landscaping at all



# Centers and Corridors Update Study – Public Engagement Memorandum

	<p>Increase tax incentives, or offer tax abatement, to make development pencil on Corridors such as North Monroe. Right now, the property taxes are a major part of the equation. What would it take to make a building like the Sprague Union Terrace pencil out on the North Monroe Corridor? Currently that is not possible due to property taxes and parcel sizes.</p>
	<p>Use vacant lots or rights-of-way to create off-street parking behind the street-fronting businesses</p>
Likes the monroe street improvements	Less antique shops/ more diversity of retail
Likes the Millenium Project on Monroe but if more development occurs at that density, it should be located on corner lots	More affordable apartments
Likes the street redesign Monroe's improved street design incentivizes more walking and shopping	Fewer street facing parking lots more pedestrian permeability
	more rear loaded parking
	improved pedestrian/ bicycle infrastructure
	more/ better sidewalks

# Centers and Corridors Update Study – Public Engagement Memorandum

## Open House Feedback

Location and Date: Central Library Open House, October 26, 2023

Poster Activity 1 - Where do you live, work and play? What do you like about these places? What would make them even better?

### District Centers

What do you like?	Potential Improvements
Keep Pedestrian Streets	No Drive-Thrus
Walkability and Pedestrian-Friendliness	Some centers, like Shadle, don't have sidewalks
	Need a speed camera at Buckeye & Division
	Deal with increasing crime on Division
	No more box stores in Southgate. Need smaller scale, more walkability like Kendall Yards.
	44th & Regal crosswalk is too short, need a longer crossing time
	The larger retailers moving of NorthTown is a concern. Will it become a ghost town?
	Covert NorthTown empty stores to housing. Make this a mixed-use area.
	After 7pm, change signal timing on Division to slow it down and reduce noise pollution
	Division should be considered for housing

### Employment Centers

What do you like?	Potential Improvements
Retain employment and small-scale business	Too much focus on downtown investment; investment in neighborhoods is important
The water park at AM Cannon Park in the Maxwell/Cannon Center is great	Need more apartments and taller building along Maxwell near Cannon

### Neighborhood Centers



# Centers and Corridors Update Study – Public Engagement Memorandum

## What do you like?

## Potential Improvements

Businesses close together. Park once and walk.

More HAWK signals on western end of Garland.

The uniqueness of the Garland Business District; notable vintage feel

Need to keep bikes and scooters off sidewalks, especially in Garland

The existing sidewalk bumpouts and crosswalks are helpful

It would be helpful to have mid-block bumpouts and crosswalks to provide better access back and forth between businesses on both sides of the street

Garland needs assistance fixing sidewalk bricks and replacing trees and help adding benches, flowers, chairs, and other street furniture and amenities

Provide assistance fixing up storefronts in Garland; look at Poulsbo for examples of storefront designs and consistent unique colors based on original colors from the 30s and 40s; help Garland in efforts to become known as an Arts District

Make Centers and Corridors more compact and look at scale and scope of location

Less stairs. Lack of senior housing, in Centers and Corridors but also in Spokane generally.

Uncontrolled intersections in the residential areas near the Neighborhood Centers are a problem

More gateway signage in places like Garland would help with placemaking and creating landmarks

## Corridors

### What do you like?

### Potential Improvements

I like the improvements on Monroe Street

Monroe corridor has been negatively affected by the road diet, merging is a nightmare and there is no room for buses or garbage pick-up. There is no alley for garbage pickup. (from bus rider and car driver)

## Centers and Corridors Update Study – Public Engagement Memorandum

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On the lower part of Monroe, take out on- street parking to improve the streetscape      Stop signs at Stone & Diamond intersection in Hillyard

# Centers and Corridors Update Study – Public Engagement Memorandum

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## Community Survey Feedback

### Survey Questions

1. What neighborhood do you live in?
2. Which decade were you born?
3. What Neighborhood Center do you visit most often?
4. Indian Trail Neighborhood Center meets the above goals
5. Spokane Falls Community College Neighborhood Center meets the above goals
6. Garland Neighborhood Center meets the above goals
7. 14th & Grand Neighborhood Center meets the above goals
8. West Broadway Neighborhood Center meets the above goals
9. South Perry Neighborhood Center meets the above goals
10. Lincoln & Nevada Neighborhood Center meets the above goals
11. What District Center do you visit most often?
12. Shadle District Center meets the above goals
13. Lincoln Heights District Center meets the above goals
14. Manito Center District Center meets the above goals
15. 57th & Regal District Center meets the above goals
16. Southgate District Center meets the above goals
17. NorthTown District Center meets the above goals
18. Five Mile District Center meets the above goals
19. What Employment Center do you visit most often?
20. East Sprague Employment Center meets the above goals
21. North Foothills Employment Center meets the above goals
22. Cannon & Maxwell Employment Center meets the above goals
23. Holy Family Employment Center meets the above goals
24. North Nevada Employment Center meets the above goals
25. Trent & Hamilton Employment Center meets the above goals
26. What Corridor do you visit most often?
27. The Monroe Corridor meets the above goals
28. The Hamilton Corridor meets the above goals
29. The Market St Corridor meets the above goals

### Neighborhood Centers Comments

Employ a small/narrow street-grid pattern to the strip mall/retail-pad approach to make it more pedestrian and human in scale. These small blocks could minimize parking or place it in garages, and have apts., condos, senior living, grocery, pharmacy, banking, coffee, retail, etc. all in the same walkable spot, oriented toward street and neighborhood, instead of big-box surrounded by parking.



## Centers and Corridors Update Study – Public Engagement Memorandum

Helping: traffic calming (intersections well- controlled, trees, density of destinations

Challenges: strung out, as on Nevada or Indian Trail. Traffic deters peds

No second story BUT neither on S. Perry or Garland are there 2nd stories

Many of the neighborhood centers listed above have businesses that are set further back from the street, with larger parking lots in front, and are alongside busy, fast-moving roads. This makes it less walkable. Housing density could be increased in many to increase walkability!

SFCC has housing and transit and sidewalks, but no businesses. Would help it be more of a gathering place with restaurants and shops! 14th and Grand continues to have some puzzling retail/restaurant vacancies — people primarily drive thru and the businesses are not set up to be walker-friendly (although it's certainly easy to walk there from the neighborhood).

The ones I've been to and know about - most of them have very little to any housing above the retail spaces. In some areas it could be hard to do considering the buildings are already in place

None of the really have great central gathering space. Garland and South Perry, which feel the most successful both on walkable streets (wider sidewalks and more businesses to browse).

Need to support our local small businesses more. We all know that big developers/owners have land grabbed all over Spokane and making it fiscally unattainable to lease or own property. How is what they are not doing a monopoly? City should come down harder on these mega land owners so small businesses have a chance. When creating neighborhood centers and community, it is not all about top \$\$.

I think everyone is doing their best for the most part. One challenge that I see in the winter is that a lot of businesses dont shovel the snow off of the sidewalks in front of their buildings, clear the storm drains near them, or make sure that any bus stops near by are cleared enough for pedestrians to get on and off easily.

Other than Garland and South Perry, the other neighborhood centers are highly car-oriented, lack a good public gathering place, and would greatly benefit from a great mix of uses/higher density residential mixed in with retail. West Broadway has great potential to become another Garland/Perry/North Monroe/East Sprague.

West Broadway not dense enough yet.

The Garland area could use a central gathering place

# Centers and Corridors Update Study – Public Engagement Memorandum

Elements that help achieve:

- Proximity from home to businesses/employment
- Infrastructure that makes alternative transportation (bus, bike, walk) safe, reliable, and feasible
- Low-traffic streets
- Businesses provide necessary goods and services to their neighbors

Elements that pose challenges:

- Wide, high-traffic streets where walking and biking is unsafe
- Lack of bike lanes and green space

The planners need to continue this trend of "stepping back" by removing restrictive development requirements around centers & corridors (and the entire city) if they're serious about adding high density, walkable/transit orientate, mixed use development. There are too many CC zones (should just be one) and there should be no building setback/FAR/height limits. Planners tend to micromanage.

Garland and West Broadway are well established urban neighborhoods and both have seen an increase in housing density and business growth in recent years. Other areas are more suburban and car oriented in nature, without mixed use buildings. 14th and Grand and South Perry lack in one or more of the elements above but could meet these goals if the right conditions or incentives are in place.

There are often too few stops, or slows to traffic flow and nowhere near enough cross walks in Lincoln Nevada area. This is dangerous for pedestrian traffic and bike traffic.

We need transformative change. We need Vancouverism applied to each and every center and corridor. Our housing shortage can not be changed substantively and sustainably without it. A 7-11 and a Thai restaurant surrounded by single family zoning (14th and Grand) is not a center. We need 20 stories of residential above a couple stories of street-facing commercial. We need it yesterday.

Perry needs even more businesses

None of them have enough density. The only thing surrounding and CC zone should be MF. Centers and Corridors will continue to fail (lose businesses) as long as there is not enough foot traffic to support it. All areas within a 1/4 mile should have dense housing. Small centers cannot survive long term with cars to get people there.

## Centers and Corridors Update Study – Public Engagement Memorandum

An increase in business around some of the neighborhood center such as SFCC would be a good thing, but only if sprawl is kept at a minimum and development close to the river avoided. The natural areas make Spokane the great city that it is and should be preserved at all costs. Walkability and bike safety need work in nearly every neighborhood. Smaller roads, safe bike lanes, and bigger sidewalks.

I most frequently visit 14th & Grand and also South Perry. They are mostly walkable, and driving is a little bit awkward. On 14th & Grand it would be helpful to have another safe street crosswalk with a signal (maybe by the church) because it's hard to cross. There aren't housing options above retail, and that could be improved. There's good retail variety - I go here for food & other things.

Garland and Perry are good places to be but I don't believe there is enough density to support transit/businesses

14th and Grand is not pedestrian-friendly. Sidewalks on Grand are immediately adjacent to street traffic with no buffer. Crossing Grand between 14th and 8th Ave is dangerous, with minimal pedestrian protection to cross 4 lanes, The hill creates 2 problems: Visibility of pedestrians is poor for drivers ascending the hill and descending drivers go too fast. No housing over ground-floor retail.

Small businesses and good sidewalks.

Two areas where the existing plan fails to improve the Garland District:

1. Pedestrian connectivity from adjacent RSF zones to the commercial core is abysmal. Many north south sidewalks are missing. People have to walk in the street to get from their homes to the commercial business.
2. Expanding MF high density zoning 1-2 blocks to either side of the corridor to encourage more growth.

Need more apartments and density in all of these centers and traffic calming for the busy streets that run through them.

There is still too much auto-orientation and lack of mixed-use development in these areas to meet the vision of Centers and Corridors. Many of these places also lack the “central gathering space” recommended by the policies.

Garland and S. Perry are the best examples of this design. Grand and 14th lacks sufficient services and gathering space. Plus the volume of traffic on Grand is not conducive to lingering (outside seating) and makes crossing difficult.

## Centers and Corridors Update Study – Public Engagement Memorandum

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I am surprised to learn that 14th and Grand is a center - It doesn't meet most of the criteria listed above. In fact, walking in this area can be dangerous and cycling impossible. Spokane has a lot of work to do in order to be bicycle and pedestrian friendly. Even in Garland and Perry, walking feels mostly safe (lost of controlled crosswalks) but biking not so much.

The majority of these centers are lacking at least one of the goals listed above. For example, West Garland could use a central gathering space, Indian Trail lacks pedestrian connections and a walkable environment, Spokane Falls could use more variety of business in the area

Garland has a good mix of shops, services, businesses, and reasonably-priced eateries. It has a post office and a movie theater. STA lines 4 and 33 serve it. I wish there were more bike racks than just at the Garland Theater. I usually have to lock my bike to a street sign.

The variety of stores in the Garland area and close bus and walkable services just on the cusp of the area help maintain vitality. Challenges include vehicles that speed through the area and have excessive noise at all hours, as well as no central gathering area with inside possibilities. The new four story apartment coming to Wall Street doesn't seem to fit with the character of Garland at all.

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There is still few developments and functioning structures that support higher density in these areas. Many of these centers have restrictive roadways which make them less accessible and undesirable to live in if you work anywhere besides in the immediate area.

I don't think a single Neighborhood Center meets the criteria of "...friendly to walk through." A busy arterial road runs through each of these centers where drivers speed through with impunity. There is no speed enforcement and it doesn't feel safe to be anything but a car. Cars are the prioritized transport mode but they create an unsafe space for everyone else.

I don't know anything about the neighborhood centers.

The Garland District could use some outdoor gathering areas. Garland is still very much used as a commuter street which reduces the appeal of walking around.

South pretty does not have much density.

Safety and beautification considerations at all locations. What is being done to alleviate already congested areas in Hamilton Street? Why is there no lighted crosswalk across Hamilton to Logan elementary? The density is there, shopping, artery etc

Lack of public gathering spaces.

Perry is a perfect neighborhood center. Appealing businesses, high quality restaurants. Easy to park, walkable, small. 14th and Grand has frequent business turnover. Access is hard due to speed of cars, location at the top of the hill, no way to easily turn around or access a business on the opposite side of the street. Poor parking likely contributes to the turnover. Not "neighborhood" focused.

More online information. More info in general as I was not aware

Sundance Plaza has an okay selection of restaurants (not great) but there are not any retail stores other than a supermarket, drug store and hardware store. There isn't really a central gathering space to encourage social interaction.

They have business that are unique and that I would travel a distance to visit.

14th & Grand is dangerously unwalkable (mainly due to the crosswalk at 13th with high-speed traffic coming up grand and unwillingness to stop for pedestrians there). Could use a crossing light or better median or something.



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The ones that I feel meet these goals are they are walkable. There are good local restaurants, business and buildings that don't have a sea of parking in front of them. They have trees separating the walkers from the cars (although if spaced would have allowed the sidewalks could be bigger).

S Perry Neighborhood challenge is traffic. It is such a heavy corridor and folks do not slow down to the 20 MPH. It makes me a bit nervous on Perry St both walking and in my car. Lots of success with variety of bus. and events.  
14th & Grand needs a bit more businesses to support the neighborhood, traffic is also an issue with Grand.

I became aware of centers and corridors when my neighbors and I led the city to keep the Shadle Pk Pool, stay at the HS property. Steve Corker led a group to place it in Loma Visa Park a 5 acre neighborhood park. This policy convinced to park department members to come and look at LV when we organized to present our objections to the board. This policy was sited and it was logical to follow it.

South Perry is oriented around an arterial that is not so busy it creates harm to its community. The other neighborhoods have arterials that are too busy to protect the neighborhood

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

South Perry is walkable and pedestrian oriented. 14th and Grand is not pedestrian oriented and has too much vehicle traffic to meet these goals.

these cater more to those living out of neighborhood these places have major parking issues Garland is horrible as it now is down to two lanes on Monroe and hardly room to get out of your car, terrible for folks trying to cross the street or even pull out of the neighborhood to get onto Monroe. Perry the same. West Broadway is only catering to its newest richer inhabitants.

Like most neighborhoods, access and a central gathering location are missing from the North Hill Neighborhood.

## Centers and Corridors Update Study – Public Engagement Memorandum

Frankly, I don't think any of the centers meet the goals, but some are closer than others, as I've marked. None really have housing above retail or a plaza. And like much of Spokane, they are not pleasant to walk in due to the high speeds the city allows drivers to go on every street. Please help the city by making centers places of refuge.

14th and Grand is challenged with pedestrian access across Grand

I think it is most important to provide safe crossings for pedestrians. I'm not sure that pedestrians actually feel safe in these various centers.

Not enough parking; overly congested during Farmer's Market

I am closest to Nevada and Lincoln and Garland - both are good for these goals

Garland is fun but they have to shut down the street for community events. There is no park, plaza or central meeting place. I once heard a proposal to turn the wall of the old dry-cleaning building into an outdoor movie spot and convert the empty parking lot to an event space. I think that lot could be landscaped and still keep the coffee stand.

Helping: mix of single and multi-family housing, walkable main street, variety of businesses and neighborhood events.

Challenges: need more bike lanes and secure bike parking, city-provided services (trash collection)

Businesses do not cater to residents.

Garland is my local area. There's no central gathering place and I worry that there's not enough density to support the business.

A LIGHTED and SIGNALLED CROSSWALK is NEEDED at Randolph RD and Whistalks Way so residents and college students can safely cross Whistalks Way to get to the STA Bus Stops. Currently, there is NO SAFE access to the bus stop WITHOUT CROSSING WHISTALKS WAY!!! SEVEVERAL people have been hit CROSSING THE STREET! At least ONE HAS DIED and there have been SEVERAL vehicle collisions at that intersection!!!

Not all are walkable and friendly to pedestrians. Garland/Perry have slower speed limits. Many areas need more trees to keep shady and pleasant in summer.

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14th and Grand doesn't feel cohesive enough to be Neighborhood Center. It offers a variety of services, but the walkability isn't great. It doesn't feel inviting and traffic is going pretty fast.

Public events are great for the whole neighborhood. Lots of focus on meeting needs of community. Nice option for meetings related to community.

Would like to see more after school/evening/weekend events for teens. Maybe more collaboration with Spark Central.

In most cases, these neighborhood centers lack a central gathering space. As I think about gathering places in Spokane, at this time, I feel physically unsafe in most gathering spaces because of individuals with mental illness, people who are high on drugs, or others whose seem dangerous.

More pedestrian friendly

The garland is one I go to. Residential is there, walkable, low speed limit, light and crosswalks, a variety of businesses  
Easy parking, community events. Even though Monroe is not on here it has been vastly improved by narrowing the street to slow traffic. I avoided it for 20 years after I was almost hit twice in a row. I am a very cautious pedestrian.

I want to see bike trails cleared of debris year round!

Garland does not have a park in close proximity to the street commerce but has coffee shops and restaurants as gathering places.

I disagreed because the areas listed are most characterized by giant parking lots. No central gathering spot, no comfortable, safe place to gather. Some businesses face the street, most are accessed through the parking lot.

The housing development near Lincoln & Nevada is improving the balance of business and housing.

Garland meets a lot of the goals. Could use a center, a plaza/commons but not sure where there is space. Walk through is moderately ok, could use improvement.

## Centers and Corridors Update Study – Public Engagement Memorandum

I don't think that any of the centers meet everyone of the goals listed; however the ones I stated agree have the majority covered. Some are more congested than others such as Garland which does not have a grocery store or access east to west for the buses to go through but does have a supported merchant area, food, neighborhood gathering places and where apartments are above the stores.

Lots of open drug use, vandalism, burglary, abandoned vehicles, theft, etc.

Perry district is great, but severely lacks parking.

Close proximity of the Garland and Lincoln Nevada projects to the decaying commercial strip of N. of Empire & Division- makes for sketchy shopping and housing opportunities. Expand the scope , re-develop North Town mall area to apartments and senior living with some retail or services but not conflict with other projects. That will cut down on the shopping conflicts, street racing, drugs and crime

I believe that we need to build more densely around these areas and employ better traffic calming, right now cars feel they have the right to go whatever speed they want. Especially Garland if you try and walk north or south at all its terrifying with how fast people drive through there.

There needs to be City funding to help small businesses, business district associations and neighborhood councils meet these goals. Currently, there is no funding specifically designated to meet these goals.

never been to one

I really do not want more density in our area. It is one way in and out and is not set up for traffic out of the area.

Garland - easy to get around once you're there, visually distinctive, clear signage and frequent safe feeling street crossings.

West Broadway - this is Kendall Yards, more or less. Dense, lots of different businesses on each block, easy to access whether I'm taking a day to play tourist around town or doing everyday tasks. Appealing destinations. Traffic is slow enough that it feels safe to walk.

Indian trail does not have the infrastructure to develop the density more for the neighborhood or neighborhood center. There needs to be more coordination with Spokane County on the development of this area ie roads, water, sewer, schools etc. There is only one bus route that services the area.

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Actually most people who live on five mile visit the businesses along Francis and Division.

Some centers are not developed and are no pedestrian connections and the environment is not friendly for walking (just empty fields). Also no 'public' gathering place aside from a school, and churches.

The area (South Perry) is vehicle traffic heavy, especially during peak hours which does not mix well with pedestrian traffic.

Shops and restaurants that provide various services seem to draw people into those neighborhoods to live and recreate. South Perry doesn't seem to have much of the housing discussed above but they have shops with lots of outreach events and Perry Street Fair and farmer's markets that drive more traffic.

14th and has more housing but fewer community events and Garland has more traffic and venues

Pedestrian access is improving but still needs help in some areas. There is more of a need for a central place to gather and socialize in most places--that doesn't cost money.

Garland, south Perry, 14th and grand, west Broadway are walkable and seem like natural neighborhood centers. Indian trail is walkable inside the center itself but uncomfortable to walk to from the neighborhoods. Sfcc neighborhood does not have density or variety of businesses.

better centers for Lincoln Hts.Residents: Grand & 29th Ave or Regal and 29th Ave. These intersections have more amenities than 14th & Grand. It's a mystery as to how 14th & Grand was designated

Regulated speed limits, monitored by cameras for doing so. More narrow streets to slow traffic, benches and pedestrian friendly corners. Speed bumps? Cross walks also needed! Any improvements will go to waste if speeding cars that use these neighborhood centers as thoroughfares, aren't addressed first!

Seniors need a way to cross Division on foot. Vintage at Spokane houses hundreds of folks who would likely use a footbridge to get to Golden Corral.

For West Central: limited variety of businesses; not particularly pedestrian friendly; no central gathering place

Business diversity would be great! Would love a sit down breakfast place. Also more shops for gift buying or clothing



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I have only been to each of these once or twice in my 3 years in this area.

I frequently take out of town visitors to the South Perry District which is walking distance from my house

Disagree with South Perry meeting this goal: "There are a variety of business primarily catering to neighborhood residents." Most people I know who go to the restaurants in South Perry are not residents of the neighborhood.

SFCC does not have a variety of businesses.  
Garland District doesn't have a plaza that I'm aware of  
14th & Grand has way too much traffic for pedestrians  
West Broadway best meets the goals of a Neighborhood Center, since it was planned that way.  
South Perry is helped by the 20mph speed limit.

why the heck is City setting a Comprehensive Plan to set this bullet-list of goals for a "Center". Just maintain law-and-order, equality under the law, and do what you can to remove government interference that the local citizenry doesn't ask for

We need more safe and direct bike routes. And protected bike lanes. Distracted driving is a death sentence for bike riders in this city.

None of these have enough retail OR residential density. West Broadway in particular has some prominent vacant lots and vacant buildings in between spaces and this makes it less attractive. A lot more density and variety is needed

Most of these areas lack diversified businesses and services to assist and or address area residents. People need to leave these "neighborhood centers" in order to complete basic errands such as grocery shopping, entertainment, etc. SFCC literally has nothing around it but a couple of apartments, how is that a "center" at all? Do yall even LIVE here?

I don't go into any of these areas very often.

I can't think of many central plazas or squares to promote social interaction in any of the neighborhoods

## Centers and Corridors Update Study – Public Engagement Memorandum

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As much as I love living in South Perry, the traffic is scary. Way more needs to be done to make walking safer in this neighborhood. Perry street in particular is used as a high-speed freeway to get through the south hill and everyone is aware that traffic cops never ticket in this area. Speeding a dangerous driving happen all throughout the day here (and between 9th and Altamont is very bad too).

Love West Broadway area and I think there is lots of potential there.

It is difficult to cross the street between 10th and 14th on Grand. Installing a crosswalk here would help to achieve the NC goals.

Biggest challenges are that some of the above environments are not friendly to walk through or would feel unsafe to the typical pedestrian depending on time of day/night. Several are also missing a central gathering space (park, green area, plaza, etc.) Density/variety/spacing/built environment of business is not an issue with any, although quality/type of businesses varies among the centers.

Shopping, access to good food, community gardens, traffic calming, education regarding historical integrity - challenges regarding misappropriation of land use, outdated zoning allowing for further decline such as; compacting of social health services, public housing, and homeless shelters

Indian trail needs an aquatic center. Holy smokes. Why do I have to drive across town to get to an aquatic center. And why hasn't this neighborhood center tried to get a Chinese restaurant? Anyway, we need help out here.

# Centers and Corridors Update Study – Public Engagement Memorandum

## District Center Comments

These areas do not go vertical enough with respect to housing and parking garages. Too much low-rise, low-density and asphalt for these areas to be considered real urban neighborhood centers and corridors. Have all basic services that one would need, including housing, inside of the center without needing to drive or leave the center at all - turning each one into a small urban village.

All these "centers" are spread out to allow parking for cars.

There are virtually no 5 story buildings, sometimes 2 stories. NorthTown has the most height, but it's spread out, not very walkable from apartments. None have a central gathering space. Lincoln Heights has a Park alongside it, not central.

I don't see a gathering space at Manito or Lincoln Heights. Just lots of parking lots.

Although many of these are theoretically walkable/transit-friendly, businesses are often oriented across wide parking lots. This encourages driving. In particular, I would not call Northtown and 57th and Regal pedestrian-friendly

Besides most of those not having a central meeting area to promote social interaction, they do a good job of meeting the other criteria

All the District Centers meet the 1st & 2nd criteria & fail the next 3. That said they all seem quite functional in meeting the first criteria. The failing criteria seem oriented toward a denser and less car-based society than is the reality of Spokane, and thus don't see like the right right criteria for the plan.

Pedestrian and bicyclist safety is a huge issue in Lincoln Heights, not only along 29th in the district center from fiske-ray, but north and south on Ray. School walk routes are not honored by motorists and make it very dangerous to children who walk to our numerous schools. Since SPS' walk route is over 1.5 mi, this puts many children in danger all over Spokane.

I haven't seen any tall buildings and certainly not any over 5 stories in Shadle and I can't remember any in Lincoln Heights. Everything seems to be two stories at most. That could be improved.

Again, people in these businesses are not shoveling snow in the winter.

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None of these District Centers are by any stretch of the imagination pedestrian-friendly. Most buildings are surrounded by a sea of parking and unsafe to walk to. Most do not have a central gathering place that promotes social interaction. Most are not higher density nor do they provide a mix of uses. Most do have a variety of businesses but are dominated by mega-chains.

Not very walkable friendly. High traffic on Ash, Maple, Wesley etc.  
No central plaza, park, square. Rather I observe: schools, library, shopping center.

The districts that I shop at are geared towards parking and not safe walking.  
Wellesley feels very unsafe to walk along and even more so, Division.

If you want walkable communities, ban drive-throughs and auto orientated businesses. Most of these district centers are just big-box stores and surface level parking lots. Unfortunately, there's not much you can do to get those businesses to change, but by rezoning the surrounding area and expanding the boundary of the centers, you can encourage development there.

All of these district centers are in car oriented environments and do not provide good, safe pedestrian connections throughout. Buildings are typically still low rise and density is only higher due to nearby apartment complexes. None of these centers have made substantial progress to meet the goals above and there is little incentive for developing to these higher urban standards.

There is much sprawl in each space, but little use above a 3rd story. In North Town especially there are only church squares, no public land that isn't full of police hassling our unhoused population.

Every one of these centers remains parking-forward. Every one of them can sustain far more than that. We need Vancouverism applied to each. 20 story thin residential atop 2-3 story wider commercial. Buried parking garages. The transit infrastructure is there, they're on frequent routes. We need to build up. We need to build on parking lots. That's how you fill the busses (and hopefully streetcars)

They do not meet the goals and need more people to walk to them.

Division and Francis are both nightmares for pedestrian use and are honestly unsafe as you keep going East. Division is huge yet there's no room for the bus, the sidewalks down east Francis are tiny and at times overrun with plants and dirt, and cars speed down both. The crosswalks are too far apart for how many neighborhoods connect, you have to walk very far to get across the street to a bus stop

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Five Mile doesn't have any type of community hub. When I lived nearby, it was really hard to walk between businesses. Most of what I needed was there, but I hated going there. Manito is a bit more walkable. I'm not sure there's an actual hub, but with the park nearby it feels more neighborhood oriented. I wish there was more greenspace in all Centers to break up the asphalt/concrete.

Shadle and Northtown have a lot of larger businesses, but are not nice places to walk due to large space between businesses, huge parking lots, high capacity roads.

The following District Centers are NOT friendly to walk through: Lincoln Heights - sidewalks are immediately adjacent to traffic; crossings at Regal - 29th and 29th - Mt Vernon are poorly protected and dangerous. Southgate- Regal sidewalks have no buffer. Students stand in Regal St to wait for the bus. No protected or marked crossings on Regal from 38th to 44th despite playfields & park to east.

The Northtown District is dangerous to walk in, especially near Division Street.

The northtown district lacks a variety of grocery stores.  
The shadle district lacks a variety of sit down restaurants.

Lincoln Heights has all the amenities but needs more pedestrian friendly walk ways, resources. And please....no Chic-Fil-A or other fast food restaurant which will create a traffic nightmare.

None of these centers are pedestrian friendly. They all have busy, fast, multilateral roads running through them. They are also auto-oriented and there isn't enough housing density.

DC businesses are typically big box stores surrounded by an auto-oriented strip design. No buildings are taller than three stories in or adjacent to any DC. None of the buildings are oriented to the street.

Pedestrian connections are in some DCs, but overall the DCs are not friendly to walking due to auto-oriented and prioritized design. Most DCs do not have a central gathering space nearby.

The centers that do not meet the goal fail because the businesses typically are oriented toward large parking lots rather than to the street. Shadle and Lincoln Heights have many businesses but are not conducive to pedestrian or bicycle approach.

Similar to previous section, biking and walking feels very unsafe in these areas. Traffic flow is TOO FAST and accessing the bus stops (especially on 29th) is difficult due to unmarked and uncontrolled crosswalks.



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Overall, I think the city has done a poor job of creating environments that are pedestrian friendly. If the city plans to grow in a sustainable way, prioritizing walkers, bikers and public transit users should be a the forefront of their development plans.

They meet most or all of the requirements and are served by one or more STA lines. Shadle has a library and a small office building.  
I wish there were bike racks and protected bike paths, such as with the revamping of Division Street.

Shadle Center has become an unsafe shopping area, especially after dark. The proximity to the Shadle Park seems to add to the uncertainty of safety, although it should just be a lovely extension.

All of these centers lack pedestrian and bicycle connectivity.

I shop at Five Mile, Northtown, and Shadle. All three are a nightmare for pedestrians and bikes. Huge parking lots, no bike parking (only one mall entrance has a bike rack!), no signals to cars that anyone other than a car is going to be there.

None of the plan goals seem to be met for any of the district centers. I would feel very unsafe walking around any of them.

Most of the district centers have a large amount of surface-level parking lots or street parking, making walking, rolling or cycling incredibly dangerous and inconvenient. The setbacks businesses have from the main streets and roads are very large and have no sidewalks or paths to connect people on foot to the businesses easily. Buildings should be taller and include more housing above businesses.

Most buildings are single story. Most of these districts are accessible. Sufficient arterials, except the south hill centers have an issue with limited north/south connectivity through the city.

Cars are again the most prioritized mode of transport for interacting with these areas. Driving a car does not promote social interaction and it makes all other transport modes less safe. It also takes up huge amounts of space. Prioritizing cars and surface parking lots decreases density, creates more dead space, and discourages social interaction in centralized spaces.

I have never been to a district center.

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There's only single family homes, very low density. Not a great place to drive to either. Not much parking, unpleasant to walk to, ride a bike. Used to live on 26th and there's a ton of fast car traffic, lots of lanes to navigate on a bike. Not safe to bike with families, nor good to walk to.

North town is dark and creepy at street level. Needs street level redesign other than parking garage

I don't identify with and district center. I often got the Lincoln Hts shopping center area.

Lack of public gathering space.

We need more traffic calming at Lincoln Heights district center so pedestrians and bicyclist can safely cross 29th to and from our district center. We need a pedestrian street designation on 29th, from Martin St to Fiske St, so our district center does not have a 50-car drive-thru that will endanger pedestrian safety.

There is no central gathering place at Manito center. It is very much a destination for errands.

NorthTown is no longer friendly. You can't park on the top of the parking garage and have access to the second floor even during peak sale times. I don't feel safe parking in the dark under the parking garage. Shadle is also starting to feel unsafe. There is not enough diversity in Shadle it is just Walmart. I used to shop at Manito but there are not enough stores there now.

Walkable/bikeable infrastructure would really help meet goals. Bike paths don't connect many of these places and sidewalks connecting centers to parks/spaces nearby are sometimes nonexistent.

I don't think any of these are meeting the goals of a District Center. They are all VERY car centric making it hard if not dangerous for pedestrians to access with or without a car. Many of the buildings are not oriented to the street - there is an access of drive thru's. There is no central location for gathering or meeting your neighbors.

Lots of variety of businesses. Lots of transit.

Traffic, low public access for walking, biking, no above business residences,

Not a feeling of welcoming. A plaza type area would be great.

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you say there is housing above storefronts, I don't see much of that except for the N. Monroe corridor. that is erving the neighborhood. I see it being adopted in my old Seattle neighborhood and the first thing is that parking has NOT been included and it is a mess. Parking for hi density is#1 to make it truly livable

These centers are oriented around very busy streets and this is risky for foot traffic. Having said that- please do not take down a single tree to allegedly provide more walkability.

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

Southgate is a gridlock on Regal.  
57th & Regal part is a little strip mall Theo other part is a grocery store & offices with a nightmare of a parking lot.

Southgate District Center needs improved pedestrian and bike access, especially directly east and south of the center.

Southgate is lacking any of the parameters listed. There is no definition of where the Southgate center is (assuming it is 57th/Palouse). There are very limited pedestrian friendly options, especially as Palouse is nearly dangerous to cross by foot.

Most of these district centers lack the [public] social gathering spaces. While there are restaurants, etc. there aren't free gathering spaces easily accessible to pedestrians.

The district centers are often in poor, less accessible locations.

The city is failing at district centers. These are nothing but auto-oriented strip malls within city limits.

All of the district centers I indicated met the goals did not have a central meeting spot. I think this is generally absent except from downtown

East Sprague should be a District center

Traffic at 57th and Regal has become very congested, and it's getting worse.

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I don't know if any of these areas are truly pedestrian friendly. Pedestrians seem like an afterthought to me. I also don't believe that the areas feature a central gathering space that promotes social interaction.

No Central park or meeting place despite vacant land on corner of 29th and Rega. Too many fast food and lower end restaurants; This area needs more upscale restaurants. NOT CHAINS like Thai Bamboo. Instead upscale restaurants that have CHEFS, variable menus, cater to variety of diets and offer ethnically diverse food. AVOID national chain restaurant like Applebees,, McDonalds, Wendy's.

Not walkable. Usually driving between several parking lots. Should develop more housing near these areas to increase density and variety of business. Northtown isn't comfortable or fun. Shadle has a park and library but no highrise housing. We need more senior housing in Shadle area.

All of the District Centers should be more pedestrian and bike friendly.

Auto centered, hard to access as a pedestrian

Need me trees and walking areas

None of these locations are friendly to walk through

You don't have Kendall Yards or Downtown listed. Depending on what I need, out of the centers listed here, I usually go to Shadle. If I want to shop at Target, I go to the Y or South Hill locations. If I want to go to Macy's, I go to the Valley Mall. Each of these areas has other places I can catch at the same time. Shadle/Value Village, Valley Mall/Ross, others, etc.

Use Lincoln heights though it's parking is awful in the main center. Risky crossing parking the way it's laid out. Don't know if it could be improved

Shade is worse

57th and regal is east to get around

The west section of north town is good with only one traffic crossing by STCU and you can walk the mall o. The sidewalk without remarking.

I want to see bike Lanes cleared of debris year round!

I disagreed because the areas listed are most characterized by giant parking lots. No central gathering spot, no comfortable, safe place to gather. Some businesses face the street, most are accessed through the parking lot.

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All the districts could use improved pedestrian access.

The Northtown area could use safer crosswalks. The parking garage is not a good place to be and I have to walk near or through it to get to the mall or get to Division to cross to the park.

These district centers may not have buildings 5 stories but they meet the remaining criteria.

Not pedestrian friendly, congested streets

This doesn't seem to be an actual goal: There are pedestrian connections and the environment is friendly to walk through.

These areas are not pedestrian friendly in any way.

29th and Ray/Lincoln height has a lack of marked crosswalks, this is a very difficult neighborhood for walking.

See previous comments

Manito center is pretty good except for that intersection at 29th and Grand, it is far far too car oriented, delays pedestrians and frankly makes that street which should be enjoyable scary to walk down. Grand from 29th up is way to wide and encourages speeding and reckless driving and I live on that street so I've seen plenty. Also we are not protecting kids well enough at Sacajawea there.

I don't think that most of these areas include 5 story buildings. I would not say that any of these areas meet all of the criteria.

Positives: Useful stores, easy to drive to, larger stock vs smaller businesses. Accessible for users with mobility issues.

Negatives: Ugly, smelly, loud, feel unsafe to walk. I actively avoid them and shop online where possible.

Challenges: Construction style of strip mall makes alternate use difficult. Parking lots would need \$\$\$\$ revision to feel more attractive and safe for pedestrians.

Meets goals but really too congested traffic-wise.

Again, not pedestrian friendly.

All of these are on pretty busy streets so the walkability factor is diminished for all of these but they have other items discussed.



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Manito Center isn't pedestrian friendly.

There is a variety of stores at each of the location. I don't think any of them have a central gathering place. Wait! Lincoln Heights has a community center.

Regulated speed limits, monitored by cameras for doing so. More narrow streets to slow traffic, benches and pedestrian friendly corners. Speed bumps? Cross walks also needed! Any improvements will go to waste if speeding cars that use these neighborhood centers as thoroughfares, aren't addressed first!

major challenge to most is lack of pedestrian friendliness

I don't know of any gathering places. Most of these are not very pedestrian friendly, although 57th & Regal isn't bad for that.

To my knowledge, there is not a CENTRALLY LOCATED gathering space (plaza, square, park) that promotes social interaction within any of the District Centers I'm familiar with. They meet all the other goals though.

In general, I don't notice that these district centers have particularly high buildings. Also, all of them that have vehicle traffic have not met the goal: "There are pedestrian connections and the environment is friendly to walk through."

I don't think any of these districts are pedestrian friendly

See my other commentary. Quit acting like you "know better" when you in reality are "no better" than the individual citizen in making his or her own decisions without government diktat in our way.

I support the Pedestrian Street designation along 29th. Lincoln Heights DC is not ped friendly. Buildings don't face street and excessive parking. I would like more bike facilities. There is opportunity for a safe route through the Garden District north on SE Blvd to Lincoln Park and Fiske. Pittsburg St crossing of 29th is not safe and does not meet the conditions of a Greenway.

Again, there's not enough density to meet these goals. These areas are visually dominated by big box stores and parking. Public spaces are basically squeezed in, are not pleasant to walk through. There would have to be more explicit goals about walkability and what % of space needs to public space, to make progress. I've taught planning classes, I'd fail these as student projects by those metrics

## Centers and Corridors Update Study – Public Engagement Memorandum

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None of these places have pedestrian friendly areas, and most do not have a central gathering area. The mall doesn't count as a public park because it's a private business. Shadle is definitely not friendly to pedestrians, and there is not a wide variety of businesses around Manito within easy walking distance. Have y'all ever walked this city?

Again, I can't think of any plazas that promote social interaction... and if by "walkways" we are referring to parking lots and sidewalks, then yes, they are walkable

Again, traffic safety changes everything in a neighborhood. I would be afraid to be a pedestrian in the Northtown or Five Mile areas. Please make neighborhoods safer for walking!

Having a library is important

None of the DCs have the residential density described.

Variety of businesses is good, so is density although buildings are not up to 5 stories high, although this is preferable to me. Biggest missing elements are central gathering space at Northtown, Five Mile, and 57th and Regal. Some improvements could be made for pedestrian access at Northtown, Shadle, 57th.

Retail shopping, restaurants, groceries, services, and live to work opportunities - parking, security, and traffic calming surrounding those area with walkable districts surrounding neighborhoods

It is in no way safe to walk that parking lot. We need paths like they have at the new North Costco.

# Centers and Corridors Update Study – Public Engagement Memorandum

## Employment Centers Comments

More frequent and smaller transit units, more urban, more dense, more vertical (see previous notes).

East Sprague is spread out long, but has a great variety and price range for goods and services.

Density and diversity of employers is a challenge in many of these areas, especially Sprague

do not have knowledge of this subject

Im sorry, I dont know a lot about those areas except for Holy Family which seems to be operating as you would like.

These employment centers could benefit from their own business improvement districts similar to the downtown BID. This could encourage local investment and encourage a "sense of place" to develop here. Increasing the prominence of transit stops and building plazas/public spaces around those transit stops is a clear way to provide a sense of identity for these centers.

Although there are a large variety of businesses, there are not a lot of tall buildings. Setbacks are OK for industrial and rural land uses, but for residential and commercial uses they are not necessary and restrict development. In some cases, restrict the way a building looks (staggered height limits, FAR). Removing these restrictions would add more potential to these employment centers.

Many of these are heavy commercial or industrial areas where buildings are not street oriented and walking environments are not pedestrian friendly. Sprague and Maxwell are exceptions being in historical neighborhoods. Hamilton/Trent has higher potential for meeting these goals given the proximity of Gonzaga, City Line, and other efforts made as part of TOD study.

Much of the employment diversity in many regions outside of downtown are large corporate chains. I'd love to see more local owned business, or a wider variety of options for employment and shopping.

Build up. These areas can house multiple 20+ story mixed use buildings without dramatically altering the surrounding neighborhoods (they're already commercial, they already have transit, they can handle people without turning SFH zoning two blocks distant into quadplexes).

## Centers and Corridors Update Study – Public Engagement Memorandum

Trent and Hamilton is essentially a freeway.

I mostly go down town for all my employment activities.

I own commercial property on East Sprague. I would like to see more high density housing along East Sprague.

The intensity of use is there, but it's not mixed use and not multi-modal. The designs are typically auto-oriented suburban business parks if no more than three stories. So it could be more intense and more multi-modal/mixed use to meet the goals of Centers and Corridors.

North Foothills has a good mix of businesses and those I frequent the most, Yoke's grocery and Roast House coffee, accommodate bicycles.  
It is served by STA line 27, recently re-routed there. Unfortunately, travel by bicycle along Foothills is dangerous because of lack of a bike path, speeding, and careless driving. Crossing the Division-Ruby couplet, even at a light, is especially dangerous.

The hospital area is very car centric.

I don't have much experience with the employment center areas.

The lack of protected and separated bicycle/mixed use paths and large amount of surface-level or on-street parking makes these areas very dangerous to walk, roll or cycle in. While businesses may be oriented towards the street there is little room for people on foot who are actually shopping or working compared to the space dedicated to cars traveling through these areas. Less lanes for only cars.

Most buildings are single story, except in the Hospital District. Arterials are for the most part adequate for ease of access. East Sprague is highly undesirable since the road diet, making it challenging to do business there.

Service industry jobs make up a majority of the jobs in most of these areas.

I don't know

Employment centers need accessible food, public transportation, and CHILDCARE within a reasonable distance.

It is difficult to support low income employment. The East Sprague district has become a has become a magnet for small business and that is healthier.

## Centers and Corridors Update Study – Public Engagement Memorandum

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

Why is Downtown not considered and Employment Center? it meet your required definitions

These are all poorly located.

Like I've written about the previous centers, the city simply caters to drivers and cars. Getting to these centers by transit, bike or foot is a dangerous task. If you do make it, there's little to no bike parking and the centers are dominated by large parking lots and busy streets.

Both East Central and Trent Hamilton could support multi-story (RHD) residential at significant scale.

Banking, legal firms, restaurants are available, and parking is okay. Keeping it clean and safe are important and usually done.

I don't understand what an employment center is. All businesses employ people in any neighborhood. Not sure what the point is. I do know that it's annoying as an employee to have to drive somewhere for lunch. When I had multiple medical appts near Holy Family, I drove around trying to find a cafe or coffee shop. None except inside the hospital and they said it's only for patients

I don't spend much time in these areas.

No business variety

Eventually maybe more parking and bringing back the trolleys with more routes in the neighborhood.

I want to see bike Lanes cleared of debris year round.

East Sprage doesn't seem to have a lot of housing

Don't know and too old to care.



## Centers and Corridors Update Study – Public Engagement Memorandum

The medical offices make up a lot of employers. Daycare and SUD treatment centers also. I have a mixed experience taking my electric scooter to work, not a bike lane all the way door to door, some road and sidewalks cracked and dangerous.

Most of these do not meet the criteria from my experience. Holy Family has the hospital and doctors offices and Trent & Hamilton have the University buildings and some WA state buildings close by.

Several vacant buildings

Mass transit and non-motorized transportation should be a goal of these areas as well. Parking lots and garages should be minimized.

With retailers leaving including Toys R Us and Bath n Body - too many vacancies, windows covered or boarded up and decaying Employment Centers in bad repair

Positives: Excellent conversions from brownfield and industrial sites at Hamilton. Generally good balance in Distric Centers between pedestrian comfort and vehicle access. Diverse businesses. Buildings generally flexible use. All centers of essential services.  
Challenges: Vacant buildings with visible repair issues in older areas. Newer areas sprawl, businesses isolated in sea of parking.

North Nevada employment 'center' is actually the Northpointe Center, where there are lots of doctors, offices, post office, etc. for employment. This is outside the official employment center which is now just apartments, not employment.

I notice on the map, that all of the employment centers are situated north of the interstate and roughly in a straight line up Division or close to it. A diverse employment center plan could serve us well.

East Sprague doesn't seem to have much density, and I'm really only aware of service related jobs (retail, basically).

North Foothills has a high amount of properties with vacancies

Not sure that most of these have this: "The area has a strong employment component largely made up of non-service related jobs."

I guess I don't pay too much attention to employers, other than service providers. Seems like the service sector is getting larger every year

## Centers and Corridors Update Study – Public Engagement Memorandum

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See my other comments, which basically boil down to this: get your government off my freedom

Again, none of these are oriented to the street really! There are large stretches that are focused on parking lots. Holy Family in particular is a walkability and wayfinding nightmare which isn't fun when you're having serious health problems... I speak from experience

"Non service jobs"? Holy Family is right next to a shopping center which has the majority of the jobs in that area. All of those jobs are service jobs. North Foothills is car dealerships (which is not tall) and service jobs. Trent & Hamilton is just warehouses. None of these are diverse business areas, and the majority are still service jobs. Why are you lying to yourself, and us the tax payers?

Higher crime has caused us to use caution when going to yokes or for car servicing

These seem to be chosen to help promote a predefined objective. They clearly are not the most dense employment centers.

Most of these employment centers meet most of the goals.

mixed use business, service, and retail often times lacks pedestrian safety and or parking.

# Centers and Corridors Update Study – Public Engagement Memorandum

## Corridor Comments

You need a grocery store in each one.

I'm surprised Division isn't on this list.

Monroe since its narrowing has biking now.

Monroe is the most walkable of all 3.

Market St has some great new areas that would be amazing to bike to, but it is hard to access that area by bike.

Hamilton could use some beautification.

Hamilton feels too narrow to encourage biking and active transportation

Go back to more lanes. Necking all our roads down is a poor idea with the increase in population.

The city does a POOR job at really promoting active transportation. Transit is going over much better, but pedestrians and bicyclists are still navigating in a car-centric city. Motorists are unaware that every intersection is crossable by a pedestrian RCW 46.61.235 and bicyclists are not given proper distance RCW 46.61.110. A education campaign must be made for motorists

Monroe seems to be doing the best of these corridors, in large part due to the Monroe Street road diet. Traffic calming, walkability, local business investment, and real estate development have all improved. Hamilton benefits from its proximity to Gonzaga, but the street is dangerous and manufacturing businesses detract from walkability. Market could use more housing options on the corridor.

Gonzaga pretty much defines the Hamilton Corridor. If you are not a student, it feels like a pass through still.

Monroe is much improved. Nice mix of businesses which face street which is great. Parking is good, small lots and street, all located by stores and free.

The road diet on Monroe helped make the corridor more pedestrian friendly and accessible. Wish we could do that to Wellesley.

## Centers and Corridors Update Study – Public Engagement Memorandum

Despite the many businesses I frequent on Monroe by bike, there is no biking infrastructure that makes Monroe safe to bike on. Instead, I must utilize side streets which are incredibly dangerous due to un-controlled intersections.

Monroe street is good. The street diet worked. Looking forward to the Division Street diet. It would be nice to expand the boundaries in all directions so its not just property directly on Monroe.

Market and Monroe are historic business districts are are equipped to meet these goals. Hamilton has elements of these goals but overall is less walkable and more car oriented. Hamilton has the potential to meet these goals in the future with the university, City Line, and transit oriented development.

Too few multi use buildings, like apartments. Too many with too high a price that will sit empty and invite vandalism.

I like all three, but read my previous responses. None are good enough. All three should be lined with 10-20 story mixed use, Vancouverist style towers. There is no excuse not to allow that. Considering that, all three are failures.

If you want a corridor slow it down and plant trees. Worked on Monroe and Sprague.

Density and transit, there is already a lot of room to use on the Market St corridor and sprawl should be kept at a minimum. Biking safety in Spokane is not great with a lack of guarded lanes and old sidewalks.

There's multiple businesses I visit on Monroe, so I get coffee and go into several shops. I drive there, but park in one place, and it can be hard to cross the street. I really like how there's more landscaping and the speed limit is lower so it feels like a shopping area. I have been going more often since I've seen new businesses come in and it's easier to get there from the South Hill.

The Hamilton Corridor is dangerous for pedestrians. Traffic calming desperately is needed there.

The Monroe corridor does not boast a variety of housing. It is predominantly business surrounded by single family. It would be very nice to see zoning and incentives to increase MF high density one block to each side of corridors with safe pedestrian connectivity to encourage walkable community centers similar to Kendall yards.

Hamilton is great in many aspects but could be more pedestrian and bicycle friendly.

## Centers and Corridors Update Study – Public Engagement Memorandum

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The traffic calming in Monroe has been great, the other areas need it to. The roads are too big and fast and unpleasant for pedestrians. Also need much more sense housing development.

Of the three, Monroe gets the closest to meeting the criteria, Hamilton us the furthest away. There needs to be more Street oriented business and focus on non-auto users along Market and Hamilton. Also all three zones fall short on mixed-use development. It's coming in fits and starts, but needs to be more encouraged.

Traffic is bad on all of these corridors. If the goal is to promote active transportation, it's hard to see how any of these corridors accomplish this. Maybe via transit? I do think that the traffic calming on Monroe has been great. And it helps peds feel safer. It also promotes more shopping and dining when the street is calmer and not used as a freeway. More traffic calming is needed on all.

Although the city is expanding the variety of housing styles in different neighborhoods and increasing density (yay), there is a great need to also prioritize walkable and bikeable corridors.

Good mix of businesses, services, and eateries. Served by STA lines. Monroe has some bike racks.

None of these corridors has walking and biking facilities promoting active transportation except a couple HAWK signals. No routes along corridors for safe travel for those not in vehicles. Snow storage on sidewalks and bike facilities renders them useless for 3+ months of year.

I would never bike in Monroe, it has no infrastructure. For pedestrians, there are no lights so it can be really hard to cross the street. The sidewalks and bus stops are really nice, though, and I like that it's only one car lane each way.

The city has done a good job meeting the goals for the business corridors. The Monroe corridor has the worst bike parking racks I've ever seen in any city though. They only work if you have a narrow U lock and are even difficult at that. Those look nice but have very little utility.

The lack of protected/separated bicycle paths and on-street parking makes walking and cycling incredibly dangerous in these areas. There is also no proper bicycle storage, such as a an "Oone Pod", which would encourage a lot more people to cycle to bus stops and take transit to other centers in Spokane. Speed cameras would also greatly improve the safety of these pedestrian corridors for everyone.



## Centers and Corridors Update Study – Public Engagement Memorandum

The corridors are highly congested, making them less desirable as a "corridor".

None of these corridors have "...walking and biking facilities promoting active transportation." Not a single one has a protected bike lane or even a bike lane at all. There are also not bike lanes of any kind on adjacent parallel streets. Why couldn't we create protected bike lanes on the small neighborhood streets parallel to big corridors like these? Bikes need a dedicated space in these areas.

I don't know if the corridors meet these goals

Cats are slow enough, haven't booked through here, but I would feel okay biking along this corridor.

I live near Hamilton. Totally creepy at night even near students. Unlit walkways and congestion. Kids can't cross the street from school safely. Tons of empty buildings and blown out and dirty looking. College kids need an above street cross walk.

I feel safe walking along Monroe; not the other two.

Variety of businesses is good. Parking is decent.

Monroe is too congested and too hard to navigate. Dangerous if not nearly impossible to cross. More "on demand" pedestrian cross walk red light would be helpful

The Monroe corridor has horrible traffic transitions. When you lose a lane you usually get to keep the center most lane and in this transition, you lose it at the same time as the road is narrowing down. IT IS HORRIBLE! Once you are finally on it you still have too much traffic for what you were hoping. Spokane does not have enough north/south corridors for you to reduce traffic flow.

Hamilton/Market don't seem great for biking/walking.

I think that Monroe Corridor is achieving this goal of having a variety of businesses, density, buildings oriented to the street, it is an obvious connector to downtown, has transit. I would say it falls short of having a complete streetscape that promotes walking and biking. It is like a freeway and very unpleasant to walk on. Hamilton and Market are similar.

Monroe and Hillyard have significant business losses. Walking is difficult here.

## Centers and Corridors Update Study – Public Engagement Memorandum

I'm tired of the city doing whatever it wants in neighborhoods and not listening to LONG-TERM RESIDENTS who pay property taxes and have roots in these neighborhoods. Instead, the city does what it wants or takes input from leftie people who swan in for a bit of time and demand neighborhoods become what they want. Stop listening to new residents.

Monroe is not pedestrian friendly since the overhaul of the street. I would never ride my bike there...absolutely no room for a rider in that narrow section. Hardly room for someone to exit a car parked on the street. Instead huge concrete planters suck up that needed real estate (with lots of garbage and dead plants) and also those planters block the view of traffic to side street entrances

Hamilton corridor isn't pedestrian - especially biker - friendly.

Monroe Corridor landscaping is a embarrassment. The taxpayers spent tens of thousands of dollars to have trees planted, raised landscape beds installed and the city has done little to nothing to maintain. Trees are dead, dying, broke off, removed, etc. The landscape beds are overgrown, busted, graffitied, etc. Our city budget is \$100,000 million a month! Can this one mile stretch be maintained?

The Monroe road diet has created merging nightmares at both ends. The street is too narrow for buses and garbage pickup.

It's simply laughable to suggest any of these corridors promotes active transportation. I've nearly been killed just trying to cross Monroe on a bike, let alone ride on it, which I would never do simply because of how unsafe these roads are. If the city wants to make these actual corridors for the people who live here, try making it harder to fly through on your commute. Make them destinations.

Generally meet the goals. Residential density is low. And they provide limited connectivity currently

I use corridors to avoid Division Street

I love the transformation of Monroe and East Sprague. I used to go there a lot when younger and always thought they had potential.

They could all be more bike friendly.

Car oriented, not much residential

Monroe lacks density and could use a little more diversity of businesses.

# Centers and Corridors Update Study – Public Engagement Memorandum

No good biking facilities on Monroe.
Recent construction on Monroe made North Monroe more pleasant, would like to see more projects like that completed.
Monroe meets most requirements, but walking through the area is unpleasant. The speed of traffic and narrow streets make it a location I will walk only if I have to. It's not an area I'd stroll through the businesses. Trees could help mask some of the noise and make it more pleasant.
My friends and I really enjoy the Monroe St corridor, going out for breakfast or lunch, shopping, especially when they have their little street festivals, etc. Some people complain about being stuck behind the bus on the one lane parts of the street, but I like driving down Monroe. I like the murals and art work and the unique restaurants and shops.
The Market Street corridor is not pedestrian friendly. I work near the Hamilton corridor, and I appreciate this area. However, again, I often feel unsafe walking from my workplace to Safeway or a restaurant on Hamilton as a single woman because of unsafe individuals walking the street and hunkered down in public spaces.
The changes made to Monroe a couple years back have made it a great spot to shop/eat/walk up and down Monroe. Slowing traffic and better pedestrian crossings(bump out at corners). Much safer to park your car along without it losing its mirrors. I frequent the farmers market and restaurants now which I had stopped doing because it was so hazardous traffic wise.
I want to see bike Lanes cleared up year round.
I LOVE Monroe since the recent redesign north of Indiana
All of these corridors are lacking in bicycle infrastructure. I do not ride on them when going north/south. It's hard and takes room. On an arterial I won't ride if there is not a protected path. There are ample side streets to ride on. Bicycle designated streets and signage are GREAT!
The improvements to Monroe have been helpful, safer for pedestrians, more pleasant to drive through. Bus stops are nice.
These do meet the criteria listed.
Traffic presents significant risk to pedestrians on hamilton



## Centers and Corridors Update Study – Public Engagement Memorandum

Progress is being made but there is a lack of business diversity. Also, Monroe corridor does not support bike traffic due to driving behavior on parallel roads (Monroe is very walkable, but not safely bikeable). Additional traffic calming on side roads is needed.

Neither Hamilton nor Market have a high walk ability score to me.

More green space, Chris Bovey giant wall art, Community projects. Less unused lots or land that collect garbage, junk and homeless encampments

All of these are AWFUL for biking , they make it difficult and scary to get anywhere. Additionally trying to walk up Hamilton is terrifying, cars are way to close to the sidewalk and are also quite often speeding, need to be slowed down especially in the Hamilton corridor which is more like a highway than a place anyone including college students would want to frequent.

Positives: dense services, mixed price points, interesting local businesses, strong sense of community, mostly convenient by multiple forms of transportation (Market is less so). Visually interesting and feel economically vibrant. Destinations.  
Challenges: generally older building stock, sometimes very little separation between peds and vehicles, biking infrastructure minimal to nonexistent.

Needs more affordable apartments

Why isn't Division (hwy 2/395) a Corridor. This area should be included and bumped into a transit area with the STA rapid busses. The area goes between six neighborhoods, and is a big sales tax revenue for the City. When the NSC is completed, this area may become more like Sprague after the I-90 construction. It includes the Northtown Mall and is vital to the health of that center.

I am an avid walker and occasional commuter by bicycle. I would not use these corridors and refer to them as having facilities that promote active transportation. There are too many cars and people who are impatient and will run you over.

Monroe is great since it's been re-done. Sprague, too, although that isn't a designated Corridor.

None of the corridors support biking facilities, aside from the Hamilton corridor which has a Greenway that makes cycling safer in the neighborhood. Monroe would heavily benefit from a Greenway a block off from the arterial as a safer alternative to biking on Monroe.

## Centers and Corridors Update Study – Public Engagement Memorandum

Regulated speed limits, monitored by cameras for doing so. More narrow streets to slow traffic, benches and pedestrian friendly corners. Speed bumps? Cross walks also needed! Any improvements will go to waste if speeding cars that use these neighborhood centers as thoroughfares, aren't addressed first!

pedestrian friendliness lacking in Hamilton and Market corridors

Both need business diversity and parking available.

I occasionally pass through these, so I don't know much about them. It is very striking that none are south of the river.

Walking is not very much present on the Market St corridor but all three have active transit

Biking isn't something I'd feel comfortable with on the Hamilton Corridor

All these corridors provide good connections to other centers. None of them are good walking areas and I would NEVER bike along any of these corridors.

Converting Monroe to a two lane road helped make this a more welcoming area for pedestrians. Keeping Market a two lane road is important. Hamilton can be quite busy, but there is enough college action in that area that it seems to work.

see previous comments about freedom, liberty, property rights, and the pursuit of happiness

Again, no walkability goals are being met here, although Monroe comes closest it still relies on crosswalks which drivers CONTINUALLY ignore and blow through. Cycling is unsafe on all these streets. Y'all need to look into dedicated cycling lanes separated from the main grade if you want to get closer to an environment that promotes cycling

No grocery stores on Monroe. Most of Market St is dead. Hamilton is the closest you've come but there isn't a variety of housing because it's all for "rich" college kids.

The recent changes on Market and Monroe are fantastic.

Its hard to drive so i use other streets but i like the bus.

South Monroe and all of Hamilton are not bike friendly



## Centers and Corridors Update Study – Public Engagement Memorandum

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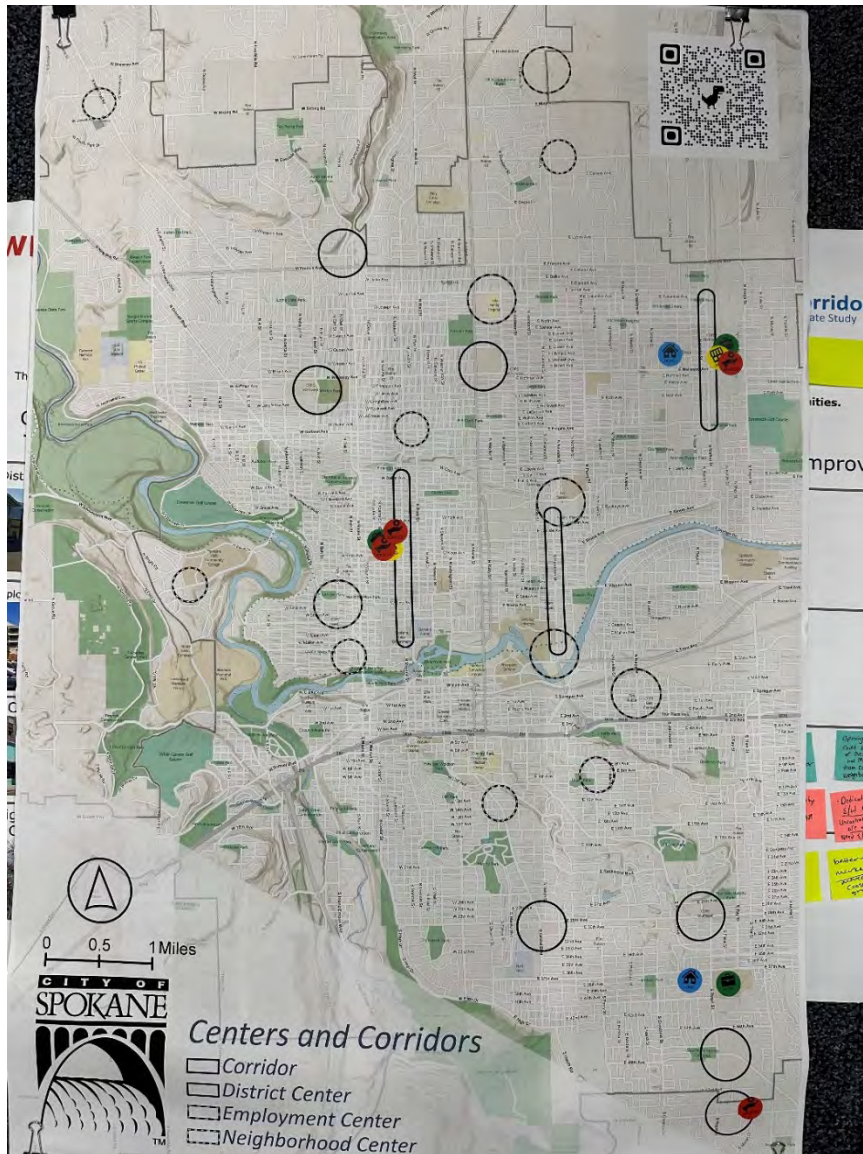
Market and Hamilton don't support easy transportation to downtown. Neither have walking or biking facilities that are friendly to access. There are not a variety of housing styles in Market corridor. Monroe corridor does a good job of meeting these goals.

Variety of retail, fresh food, eateries, services, job opportunities and amenities - public health and safety, parking, high density traffic, lack of parking

Fantastic work! This brought this area back to life. Good work.



# Centers and Corridors Update Study – Public Engagement Memorandum



**Appendix Photo 2:** Public feedback on the map activity at Derailer Coffee on Market Street on Saturday, November 14, 2023.



# Centers and Corridors Update Study – Public Engagement Memorandum

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**Appendix Photo 3:** Public engagement booth at Ladder Coffee on Saturday, November 21, 2023.

# Centers and Corridors Update Study – Public Engagement Memorandum

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**Appendix Photo 4:** Public engagement booth at The Shop on South Perry Street on Saturday, November 4, 2023.





## Centers and Corridors Update Study – Public Engagement Memorandum

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**Appendix Photo 7:** Public engagement table at Derailer Coffee on Saturday, October 14, 2023.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/1/2024

**Clerk's File #**

ORD C36596

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Bid #**

**Contact Name/Phone**

JACKIE X6986

**Requisition #**

**Contact E-Mail**

JCHURCHILL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - SB 5290 LAND USE APPLICATION CODE UPDATES

**Agenda Wording**

The proposed draft code amendments have been developed to update Land Use Application permitting requirements in accordance with Senate Bill 5290.

**Summary (Background)**

In 2023 State Legislature passed Senate Bill 5290 which mandates various updates to the Local Project Review Act in order to improve permitting processes. These updates include clarification on the determination of completeness procedural requirements, new permitting deadlines, and mitigation measures to prevent the City from missing the deadline. These updates amend various sections of Chapter 17G Land Use Application Procedures of the Spokane Municipal Code.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

**Narrative**

These code updates are state mandated and are procedural in nature affecting 17G Land Use Application Procedures in the SMC. The only associated cost is staff time.

**Amount**

**Budget Account**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

The effective date for these updates is January 1, 2025. Proposed amendments to Section 17G.061.120 Determination of a Complete Application comply with section 6 of Senate Bill 5290 and updates to RCW36.70B.070, which require that the determination of completeness procedural requirements be based solely on the completion of the procedural requirements as listed in the project permit application. Draft changes also clarify the City deadlines and mandates that communication to the applicant must be written. In addition, Sections 17A.020.030 "C" Definitions, Section 17A.020.200 "T" Definitions, are amended to add definitions for "Counter Complete" and "Technically Complete" in order to clarify how these terms relate to state terminology. Continued on Briefing Paper.

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

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## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	October, 14, 2024
<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name</b>	Jackie Churchill
<b>Contact Email &amp; Phone</b>	<a href="mailto:jchurchill@spokanecity.org">jchurchill@spokanecity.org</a> , ext. 6986
<b>Council Sponsor(s)</b>	Council Members Zappone, Bingle, and Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min.
<b>Agenda Item Name</b>	SB5290 Land Use Application Procedures Code Updates
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In 2023 State Legislature passed Senate Bill 5290 which mandates various updates to the Local Project Review Act in order to improve permitting processes.</p> <p>These updates include clarification on the determination of completeness procedural requirements, new permitting deadlines, and mitigation measures to prevent the City from missing the deadline. These updates amend various sections of Chapter 17G Land Use Application Procedures of the Spokane Municipal Code. The effective date for these updates is January 1, 2025. Proposed amendments to Section 17G.061.120 Determination of a Complete Application comply with section 6 of Senate Bill 5290 and updates to RCW36.70B.070, which require that the determination of completeness procedural requirements be based solely on the completion of the procedural requirements as listed in the project permit application. Draft changes also clarify the City deadlines and mandates that communication to the applicant must be written. In addition, Sections 17A.020.030 “C” Definitions, Section 17A.020.200 “T” Definitions, are amended to add definitions for “Counter Complete” and “Technically Complete” in order to clarify how these terms relate to state terminology.</p> <p>Proposed amendments to Section 17G.061.130 Application Time Limits and 17G.061.150 Modification of Applications and Permits comply with SB 5290 Section 7 and updates to 36.70B.080, which create new permitting time periods that are dependent upon the type of Land Use permit that is being applied for. Exceptions to the time periods have also been proposed in these sections.</p> <p>The proposed amendments to Section 17G.061.110 Application Requirements, Section 17G.080.040 Short Subdivisions, Section 17G.080.060 Binding Site Plan, Section 17E.020.080 Application Submittal Requirements, Section 17E.030.060 Establishment of Development Permit, Section 17E.040.080 Application Submittal Requirements, Section 17E.070.080 Application Submittal Requirements, comply with section 8 of SB 5290 and updates to RCW 36.70B.160 which mandate that local governments adopt additional measures in lieu of refunding permitting fees if the permitting time periods are missed. These proposed amendments would change Pre-development meetings from “required” to “recommended”.</p>



**Fiscal Impact**

**Approved in current year budget?**     Yes     No     N/A

Total Cost: 0

Current year cost: 0

Subsequent year(s) cost: 0

**Narrative:** These code updates are state mandated and are procedural in nature affecting 17G Land Use Application Procedures in the SMC. The only associated cost is staff time.

**Funding Source**             One-time     Recurring     N/A

Specify funding source: Select Funding Source\*

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

**Expense Occurrence**     One-time     Recurring     N/A

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A, Any impacts should be positive in nature as these text amendments are improving and expediting the permitting process in all communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A, this is a State mandated change.

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

This is a State mandated change; however, permit applications are tracked through Accela and City Staff will monitor individual applications to ensure timeliness of completion and compliance with state mandated time periods.

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

The draft amendments have been proposed in order to make updates to the Chapter 17G.061 Land Use Application Procedures code in compliance with the 2023 Senate Bill 5290. SB 5290 updated the Local Project Review Act RCW 36.70B and amended various sections including RCWs 36.70B.070, 36.70B.080, and 36.70B.160. Corresponding sections of the Unified Development Code have been updated to comply with changes to the amended RCWs.

This proposal aligns with Comprehensive Plan Economic Development policy 7.6 which states that the city should, *“Periodically evaluate and improve the City of Spokane’s development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals”*

Additionally, consistency with Senate Bill 5290 is a requirement on the Periodic Update Checklist for Fully-Planning Cities and advances our work on the required Periodic Update to the Comprehensive Plan 2026 and the required development code amendments.

## ORDINANCE NO C36596

An Ordinance amending Title 17 of the Spokane Municipal Code to update land use application procedures which clarify, expedite, and consolidate the land use permitting process in accordance with Senate Bill 5290. Specifically amending Section 17A.020.030 "C" Definitions, Section 17A.020.200 "T" Definitions, Section 17E.020.080 Application Submittal Requirements, Section 17E.030.060 Establishment of Development Permit, Section 17E.040.080 Application Submittal Requirements, Section 17E.070.080 Application Submittal Requirements, Section 17G.061.110 Application Requirements, Section 17G.061.120 Determination of a Complete Application, Section 17G.061.130 Application Time Limits, Section 17G.061.150 Modification of Applications and Permits, Section 17G.080.040 Short Subdivisions, Section 17G.080.060 Binding Site Plan, setting an effective date, and other matters properly related thereto.

**WHEREAS** the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A; and,

**WHEREAS** the Comprehensive Plan includes policies and goals to evaluate and improve the permitting process to ensure that they meet community needs and goals, especially Economic Development policy 7.6 Development Standards and Permitting Process; and,

**WHEREAS**, the State Legislature passed Senate Bill 5290 which amends RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and 36.70B.160, and 36.70B.110, and adds new sections to chapter 36.70B which relate to the consolidating the permitting process,

**WHEREAS**, compliance with Senate Bill 5290 is a requirement on the Periodic Update Checklist for Fully-Planning Cities and advances our work on the required Periodic Update to the Comprehensive Plan 2026 and the required development code amendments.

**WHEREAS**, the City has complied with the amendments to RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and 36.70B.160, and 36.70B.110 in the adoption of this Ordinance,

**WHEREAS**, a SEPA Categorical Exemption WAC 197-11-800(19) applies to SMC Section 17A.020.030 "C" Definitions, Section 17A.020.200 "T" Definitions, Section 17E.020.080 Application Submittal Requirements, Section 17E.030.060 Establishment of Development Permit, Section 17E.040.080 Application Submittal Requirements, Section 17E.070.080 Application Submittal Requirements, Section 17G.061.110 Application Requirements, Section 17G.061.120 Determination of a Complete Application, Section 17G.061.130 Application Time Limits, Section 17G.061.150 Modification of Applications and Permits, Section 17G.080.040 Short Subdivisions, Section 17G.080.060 Binding Site Plan

**WHEREAS**, prior to the Plan Commission public hearing a legal notice was published in the Spokesman Review on September 11, 2024, and September 18, 2024; and,

**WHEREAS**, on September 25, 2024, the Plan Commission held a public hearing on the proposed amendments. No testimony was heard; and,

**WHEREAS**, the City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning and Economic Development Staff Report and the City of Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations for the same purposes; and

Now, Therefore, the City of Spokane does hereby ordain as follows:

Section 1. Section 17A.020.030 “C” Definitions is amended to read as follows:

A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

B. Carport.

A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

C. Cellular Telecommunications Facility.

They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.

D. Central Business District.

The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.

A document issued by the planning and economic development services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.

For purposes of modification of a preliminary plat, "change of use" shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.

The City of Spokane, Washington.

L. City Engineer.

The Director of the Engineering Services department, or their designee for approval authority.

M. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

N. Clear Pedestrian Zone.

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

O. Clear View Triangle.

1. A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

KEEP CURRENT IMAGE

2. Intersection of local and arterial: A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet, or when the arterial speed limit is 40 mph or greater the dimensions of the triangle shall be determined by Street Department staff using AASHTO's A Policy on Geometric Design as a reference.

KEEP CURRENT IMAGE

3. Alleys: A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

- a. the inside line of the sidewalk; or
- b. if there is no sidewalk, a line seven feet inside the curb line.

KEEP CURRENT IMAGE

P. Clear Zone.

The roadside area free of obstacles, starting at the edge of the traveled way.

Q. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

R. Cliffs.

A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species



usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.

A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

S. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

T. Collector Arterial.

Collector arterials (consisting of Major and Minor Collectors) collect and distribute traffic from local streets to principal and minor arterials. They serve both land access and traffic circulation.

U. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

V. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

W. Commercial Driveway.

Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

X. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

Y. Commission – Historic Landmarks.

The City/County historic landmarks commission.

## Z. Community Banner.

See SMC 17C.240.015.

## AA. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.

A community meeting does not constitute an open record hearing.

The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

## AB. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

### 1. Restoration.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

### 2. Re-establishment.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

### 3. Rehabilitation.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

### 4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist.

Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

#### 5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

#### 6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

#### AC. Counter Complete

A land use application is counter complete if the application contains the documents and information required by SMC 17G.061.110 and required fees have been paid. This is the first step in the Land Use Application Determination of Completeness as outlined in 17G.061.120 and the department may request additional information, documents, or studies before certifying the application as technically complete.

#### ~~((AG))~~ AD. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

#### ~~((AD))~~ AE. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

The type of landscaping, L1, L2, or L3, is required to be labeled.

It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

((AE)) AF. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

((AF)) AG. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

((AG)) AH. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

((AH)) AI. Conditional Use Permit.

A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

((AI)) AJ. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

((AJ)) AK. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

((AK)) AL. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

((AL)) AM. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

((AM)) AN. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

((AN)) AO. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

((AO)) AP. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

((AP)) AQ. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

((AQ)) AR. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses,



streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

~~((AR))~~ AS. Copy.

See SMC 17C.240.015.

~~((AS))~~ AT. Cottage Housing.

A grouping of residential units with a common open space.

~~((AT))~~ AU. Council.

The city council of the City of Spokane.

~~((AU))~~ AV. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

~~((AV))~~ AW. Courtyard apartments.

Three or more attached dwelling units arranged on two or three sides of a yard or court.

~~((AW))~~ AX. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

~~((AX))~~ AY. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

~~((AY))~~ AZ. Critical Amount.

The quantity component of the definition of critical material.

~~((AZ))~~ BA. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

((BA)) BB. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

((BB)) BC. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

((BC)) BD. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:

- a. domestic and industrial water supply,
- b. agricultural irrigation,
- c. stock water, and
- d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

((BD)) BE. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

((BE)) BF. Critical Materials Handbook.

The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.

1. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.
2. The handbook, as approved and modified by the division director of public works and utilities, contains:
  - a. a critical materials list,
  - b. a critical materials activities list, and
  - c. other technical specifications and information.
3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

((BF)) BG. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

((BG)) BH. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:
  - a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
  - b. Application for a shoreline substantial development permit (SMC 17G.061.070(B)(1)).
  - c. Application for a certificate of occupancy (SMC 17G.010.170).
  - d. Application for a variance or a certificate of compliance SMC 17G.061.110.
  - e. Application for rezoning SMC 17G.061.110.
  - f. Application for conditional permit SMC 17G.061.110.
  - g. Application for a business license (SMC 8.01.120).
  - h. Application for a permit under the Fire Code (SMC 17F.080.060).
  - i. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
  - j. Application for connection to the City sewer or water system.
  - k. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).

- l. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
- m. Application involving a project identified in SMC 17E.010.120.
- n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
- o. Application for an underground storage tank permit (SMC 17E.010.210); and
- p. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).

2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

((BH)) BI. Critical Review Applicant.

A person or entity seeking a critical review action.

((BI)) BJ. Critical Review Officer – Authority.

- 1. The building official or other official designated by the director of public works and utilities.
- 2. For matters relating to the fire code, the critical review officer is the fire official.
- 3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
- 4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
- 5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter.

((BJ)) BK. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

((BK)) BL. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

((BL)) BM. Curb Ramp.

A ramp constructed in the sidewalk to provide an accessible route from the sidewalk to the street.

((BM)) BN. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 2. Section 17A.020.200 "T" Definitions SMC is amended to read as follows:

A. Technically Complete

A term to describe a land use application that is certified as complete. A land use application will be deemed technically complete once all steps in 17G.061.120 Land Use Application Procedures for Determination of Completeness have been satisfied and all requested information has been correctly submitted to the City. This definition applies to applications determined procedurally complete as defined by RCW 36.70B.070.

((A)) B. Temporary Erosion and Sediment Control Measures.

Erosion and sediment control devices used to provide temporary stabilization of a site, usually during construction or ground disturbing activities, before permanent devices are installed.

((B)) C. Temporary Sign.

A sign placed on a structure or the ground for a specifically limited period of time as provided in SMC 17C.240.240(G).

((G)) D. Temporary Structure.

A structure approved for location on a lot by the department for a period not to exceed six months with the intent to remove such structure after the time period expires.

((D)) E. Tenant Space.

Portion of a structure occupied by a single commercial lease holder with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.

((E)) F. Through Pedestrian Zone.

The portion of a sidewalk that is intended for pedestrian travel and is entirely free of permanent and temporary objects.

((F)) G. Tideland.



Land on the shore of marine water bodies between the line of ordinary high tide and the line of extreme low tide.

((G)) H. Total Maximum Daily Load (TMDL).

A calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non point sources. The calculation shall include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation shall also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

((H)) I. [Deleted].

((I)) J. [Deleted].

((J)) K. [Deleted].

((K)) L. Tracking.

The deposition of sediment onto paved surfaces from the wheels of vehicles.

((L)) M. Tract.

A piece of land created and designated as part of a land division that is not a lot, lot of record or a public right-of-way. Tracts are created and designated for a specific purpose. Land uses within a tract are restricted to those uses consistent with the stated purpose as described on the plat, in maintenance agreements, or through conditions, covenants and restrictions (CC&Rs).

((M)) N. Traveled Way.

The area of street which is intended to carry vehicular traffic, excluding any shoulders.

((N)) O. Triplex.

A building that contains three dwelling units on the same lot that share a common wall or common floor/ceiling.

((O)) P. Type I Application.

An application for a project permit that is subject to an administrative approval and is not categorically exempt from environmental review under chapter 43.21C RCW (SEPA) and the

City of Spokane Environmental Ordinance chapter 17E.050 SMC, and does not require a public hearing. Type I applications are identified in Table 17G.061.010-1 in chapter 17G.061 SMC. These applications may include, but are not limited to, building permits and grading permits.

((P)) Q. Type II Application.

An application for a project permit that is subject to an administrative decision of a department director, that may or may not be categorically exempt from chapter 43.21C RCW (SEPA), and does not require a public hearing. The Type II applications are identified in Table 17G.061.010-1 in chapter 17G.061 SMC. These applications may include, but are not limited to, short plats, binding site plans, shoreline substantial development permits, and some conditional use permits; provided, the planning director may require conditional use permits which are otherwise characterized as Type II applications under this title to be submitted and processed as Type III applications when the director issues written findings that the Type III process is in the public interest.

((Q)) R. Type III Application.

An application for a project permit that is subject to a quasi-judicial decision of the hearing examiner that may or may not be categorically exempt from chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC and requires a public hearing. Type III applications are identified in Table 17G.061.010-1 in chapter 17G.061 SMC. These applications may include, but are not limited to, rezones, conditional use permits, preliminary long plats, or shoreline conditional use permits.

Section 3: Section 17E.020.080 Application Submittal Requirements is amended to read as follows:

- A. A pre-development conference is recommended ((required)) for all regulated activities proposed in potential fish and wildlife habitat conservation areas and associated buffers per [chapter 17G.061 SMC](#). The pre-development conference is intended to acquaint an applicant with standards, requirements, investigation procedures, best management practice and potential review procedures prior to making application.
- B. A critical areas checklist is required at the time of application for all regulated activities proposed in fish and wildlife habitat areas and associated buffers per [SMC 17G.061.110\(C\)](#).
- C. All activities identified in [SMC 17E.020.050](#) shall meet the following application submittal requirements in addition to the application submittal requirements specified in other codes. The director may modify the submittal requirements based upon reasonable documentation, including BAS, needed to ensure compliance with this chapter, provided no construction activity, clearing or grading has taken place. A written summary of analysis and findings shall be included in any staff report or decision on the underlying permit.

1. Topographic Survey.

A topographic site plan, prepared and stamped by a State of Washington licensed surveyor, is required for sites that include a wetland or its buffer. The

- a. Existing topography at two-foot contour intervals on-site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- b. Terrain and stormwater-flow characteristics within the site, on adjacent sites within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- c. Location of areas with significant amounts of vegetation, and specific location and description of all trees with trunks six inches or greater in diameter measured four feet, six inches above the ground, and noting their species.
- d. Location and boundaries of all existing site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amounts of developmental coverage, including all impervious surfaces (noting total square footage and percentage of site occupied).
- e. Location of all grading activities in progress, and all natural and artificial drainage control facilities or systems in existence or on adjacent lands on the site, within twenty-five feet of the site's property lines, and in the full width of abutting public and private rights-of-way and easements.
- f. Location of all existing utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines and in the full width of abutting public rights-of-way; and
- g. Such additional existing physical elements information for the site and surrounding area as required by the director to complete review of a project subject to the standards of this chapter.

## 2. Additional Site Plan Information.

The following site plan information shall also be required for sites that include landslide-prone, flood-prone, riparian corridor, wetland and steep slope areas or their buffers. Information related to the location and boundaries of critical areas and required buffer delineations shall be prepared by qualified professionals with training and experience in their respective area of expertise as demonstrated to the satisfaction of the director.

- a. Location and boundaries of all critical areas and related buffers on the site and on adjacent lands within twenty-five feet of the site's property lines, noting both total square footage and percentage of site.

- b. Location and identification of all riparian corridors and wetlands within one hundred feet of the site's property lines.
- c. Location and boundaries of all proposed site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amount of proposed land disturbing activities, including amounts of developmental coverage, impervious surfaces and construction activity areas (noting total square footage and percentage of site occupied).
- d. Location of all proposed grading activities and all proposed drainage control facilities or systems on the site or on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- e. Location of all proposed utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines, in the full width of abutting public rights-of-way, and any proposed extension required to connect to existing utilities, and proposed methods and locations for the proposed development to hook-up to these services; and
- f. Such additional site plan information related to the proposed development as required by the director to complete review of a project subject to the standards of this chapter.

### 3. Technical Reports.

Technical reports and other studies and submittals shall be prepared as required by the director detailing soils, geological, hydrological, drainage, plant ecology and botany, and other pertinent site information. The reports, studies and submittals shall be used to condition development to prevent potential harm and to protect the critical nature of the site, adjacent properties and the drainage basin.

Section 4: Section 17E.030.060 Establishment of Development Permit is amended to read as follows:

#### A. Development Permit Required.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in [SMC 17E.030.050\(B\)](#). The permit shall be for all structures including manufactured homes, as defined in [chapter 17A.020 SMC](#) and for all development, including fill and other activities also as defined in [chapter 17A.020 SMC](#).

#### B. A pre-development conference as set forth in [chapter 17G.061 SMC](#) is recommended ((required)) for all development proposed in areas identified as potential critical areas within the City of Spokane, including areas of special flood hazard established in [SMC 17E.030.050\(B\)](#).

#### C. Application for Floodplain Development Permit.

Application for a floodplain development permit shall be made on forms furnished by the City and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question: existing or proposed structures, fill, storage of materials, drainage facilities and the location of foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate with Section B completed by the Floodplain Administrator;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Where a structure is to be floodproofed, certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in [SMC 17E.030.130](#);
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
5. A completed critical areas checklist as established at [chapter 17G.061 SMC](#);
6. A completed environmental checklist, unless the Floodplain Administrator as designated in [SMC 17E.030.070](#) has determined that the project is categorically exempt from [chapter 17E.050 SMC](#);
7. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
8. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application, including all studies, reports and information required by reviewing departments or agencies to fully disclose potential environmental impacts of the proposal. These studies are required to demonstrate acceptance by the applicable department or agencies prior to the application being certified complete.

D. Fee Processing.

Floodplain development permits shall be processed as set forth in [chapter 17G.061 SMC](#).

E. Fee Schedule.

The fees for processing a floodplain development permit are set forth in [SMC 8.02.066\(F\)](#).

Section 5: Section 17E.040.080 Application Submittal Requirements is amended to read as follows:

- A. A pre-development conference is recommended ((required)) for all regulated activities proposed in geologically hazardous areas and associated buffers per [chapter 17G.061 SMC](#). The pre-development conference is intended to acquaint an applicant with standards, requirements, investigation procedures, best management practice and potential review procedures prior to making application.



- B. All activities identified in [SMC 17E.040.050](#) shall meet the following application submittal requirements in addition to the application submittal requirements specified in other codes. The director may modify the submittal requirements based upon reasonable documentation, including BAS, needed to ensure compliance with this chapter, provided no construction activity, clearing or grading has taken place. A written summary of analysis and findings shall be included in any staff report or decision on the underlying permit.

1. Topographic Survey.

A topographic site plan, prepared and stamped by a State of Washington licensed surveyor, is required for sites that include a geohazard or its buffer. The topographic site plan shall include the following existing physical elements:

- a. Existing topography at two-foot contour intervals on-site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- b. Terrain and stormwater-flow characteristics within the site, on adjacent sites within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- c. Location of areas with significant amounts of vegetation, and specific location and description of all trees with trunks six inches or greater in diameter measured four feet, six inches above the ground, and noting their species.
- d. Location and boundaries of all existing site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amounts of developmental coverage, including all impervious surfaces (noting total square footage and percentage of site occupied).
- e. Location of all grading activities in progress, and all natural and artificial drainage control facilities or systems in existence or on adjacent lands on the site, within twenty-five feet of the site's property lines, and in the full width of abutting public and private rights-of-way and easements.
- f. Location of all existing utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines and in the full width of abutting public rights-of-way; and
- g. Such additional existing physical elements information for the site and surrounding area as required by the director to complete review of a project subject to the standards of this chapter.

2. Additional Site Plan Information.

The following site plan information shall also be required for sites that include landslide-prone, flood-prone, riparian corridor, wetland and steep slope areas or their buffers. Information related to the location and boundaries of critical areas and

required buffer delineations shall be prepared by qualified professionals with training and experience in their respective area of expertise as demonstrated to the satisfaction of the director.

- a. Location and boundaries of all critical areas and related buffers on the site and on adjacent lands within twenty-five feet of the site's property lines, noting both total square footage and percentage of site.
- b. Location and identification of all riparian corridors and wetlands within one hundred feet of the site's property lines.
- c. Location and boundaries of all proposed site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amount of proposed land disturbing activities, including amounts of developmental coverage, impervious surfaces and construction activity areas (noting total square footage and percentage of site occupied).
- d. Location of all proposed grading activities and all proposed drainage control facilities or systems on the site or on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- e. Location of all proposed utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines, in the full width of abutting public rights-of-way, and any proposed extension required to connect to existing utilities, and proposed methods and locations for the proposed development to hook-up to these services; and
- f. Such additional site plan information related to the proposed development as required by the director to complete review of a project subject to the standards of this chapter.

### 3. Technical Reports.

Technical reports and other studies and submittals, including the geohazard evaluation and mitigation plan described in [SMC 17E.040.090](#) below, shall be prepared as required by the director detailing soils, geological, hydrological, drainage, plant ecology and botany, and other pertinent site information. The reports, studies and submittals shall be used to condition development to prevent potential harm and to protect the critical nature of the site, adjacent properties and the drainage basin.

Section 6: Section 17E.070.080 Application Submittal Requirements is amended to read as follows:

- A. A pre-development conference is ((required)) recommended for all regulated activities proposed in potential wetland areas and associated buffers per [chapter 17G.061 SMC](#). The pre-development conference is intended to acquaint an applicant with standards,

requirements, investigation procedures, best management practice, and potential review procedures prior to submitting an application.

- B. All activities identified in [SMC 17E.070.040](#) shall meet the following application submittal requirements in addition to the application submittal requirements specified in other codes. The director may modify the submittal requirements based upon reasonable documentation, including BAS, needed to ensure compliance with this chapter, provided no construction activity, clearing, or grading has taken place. A written summary of analysis and findings shall be included in any staff report or decision on the underlying permit.
1. Wetlands Report. This report shall include a written assessment and accompanying maps of the impacted wetland including, at a minimum, wetland delineation and rating as determined by [SMC 17E.070.100](#); existing wetland acreage; proposed wetland impacts; alternatives to wetlands impacts; proposed wetland buffer; vegetative, faunal and hydrological characteristics; soil and substrate conditions and topographic elevations; and shall be submitted as a part of the permit application.
  2. Topographic Survey. To the extent not provided in the wetlands report, a topographic site plan, prepared and stamped by a State of Washington licensed surveyor, is required for sites that include a wetland or its buffer. The topographic site plan shall include the following existing physical elements:
    - a. Existing topography at two-foot contour intervals on-site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements;
    - b. Terrain and stormwater-flow characteristics within the site, on adjacent sites within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements;
    - c. Location of areas with significant amounts of vegetation, and specific location and description of all trees with trunks six inches or greater in diameter at breast height (dbh) measured four feet, six inches above the ground, and noting their species;
    - d. Location and boundaries of all existing site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amounts of developmental coverage, including all impervious surfaces (noting total square footage and percentage of site occupied);
    - e. Location of all ongoing grading activities as well as all natural and artificial drainage control facilities or systems in existence on the site or on adjacent lands, within twenty-five feet of the site's property lines, and in the full width of abutting public and private rights-of-way and easements;
    - f. Location of all existing utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines and in the full width of abutting public rights-of-way; and
    - g. Additional information on existing physical elements on the site and surrounding area as required by the director to inform a complete review of a project subject to the standards of this chapter.
  3. Additional Site Plan Information. To the extent not provided in the wetlands report, the following site plan information shall also be required for sites that include wetlands and their buffers. Information related to the location and boundaries of wetlands and required buffer delineations shall be prepared by qualified professionals with training and experience in their respective area of expertise as demonstrated to the satisfaction of the director.

- a. Location and boundaries of all wetlands and wetland buffer on the site and on adjacent lands within twenty-five feet of the site's property lines, noting both total square footage and percentage of site;
  - b. Location and identification of all wetlands within one hundred feet of the site's property lines;
  - c. Location and boundaries of all proposed site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amount of proposed land disturbing activities, including amounts of developmental coverage, impervious surfaces and construction activity areas (noting total square footage and percentage of site occupied);
  - d. Location of all proposed grading activities and all proposed drainage control facilities or systems on the site or on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements;
  - e. Location of all proposed utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines, in the full width of abutting public rights-of-way, and any proposed extension required to connect to existing utilities, and proposed methods and locations for the proposed development to hook-up to these services; and
  - f. Such additional site plan information related to the proposed development as required by the director to inform a complete review of a project subject to the standards of this chapter.
4. Technical Reports. To the extent not provided in the wetlands report, technical reports and other studies and submittals shall be prepared as required by the director detailing on site soils, geology, hydrology, drainage, plant ecology and botany, and other pertinent site information. The reports, studies and submittals shall be used to condition development to prevent potential harm and to protect the critical nature of the site, adjacent properties, and the drainage basin.

Section 7: Section 17G.061.110 Application Requirements is amended to read as follows:

A. Predevelopment Meeting.

1. Purpose.

Predevelopment meetings are not intended to be an exhaustive review of all regulations or potential issues for a given application. Predevelopment meetings have two purposes:

- a. acquaint City staff and other agencies with a proposed development and to generally advise the applicant of applicable regulations, design guidelines and design review processes, and policies impacting the proposal; and
  - b. acquaint the applicant with the applicable provisions of these procedures, minimum submission requirements and other plans or regulations which may impact the proposal.
2. The City may, when applicable, apply additional relevant laws to the application subsequent to a predevelopment meeting.

3. ~~((Predevelopment meetings are required for any development proposal in the central business district. The Planning Director or Building Official, as appropriate, may waive this requirement.))~~
4. Predevelopment meetings are recommended for Type II and III applications, and Type I project permit applications in the centers and corridors (CC) zones.

#### B. Community Meeting.

All Type III applications and Type II applications where indicated in [Table 17G.061.010-1](#) are required to hold a community meeting regarding the proposed application. The applicant or their representative shall conduct the community meeting.

1. Timing.

The meeting shall occur no more than one hundred twenty days prior to application and before the application is accepted by the City.

2. Notice.

Notice for the community meeting shall be posted fourteen days prior to the meeting. Public notice of a community meeting shall be provided as required in [SMC 17G.061.210](#).

3. Combining with Traffic Study.

When a traffic study is required as a part of an application, the scoping meeting for a traffic study may be combined with the community meeting.

4. Meeting Summary.

The applicant shall provide a summary of the meeting at the time of submission of the application. Other attendees of the community meeting may also submit a summary of the meeting issues to the decision-maker. The meeting summary shall consist of the following:

- a. A digital recording of the meeting proceedings; and
- b. List of attendees; and
- c. A copy of the notice of community meeting; and
- d. Affidavits of posting/ mailing the notice.

#### C. General Requirements.

Applications shall include the following:

1. Predevelopment meeting summary, if required under subsection (A).
2. Filing fees as required under [chapter 8.02 SMC](#).



3. Application documents supplied by the City, including but not limited to:
  - a. General application form;
  - b. Supplemental application form;
  - c. Environmental checklist, if required under [chapter 17E.050 SMC](#);
4. A site plan drawn to scale showing:
  - a. Property dimensions;
  - b. location and dimensions of all existing and proposed physical improvements;
  - c. location and type of landscaping;
  - d. walkways and pedestrian areas;
  - e. off-street parking areas and access drives;
  - f. refuse facilities; and
  - g. significant natural features, such as slopes, trees, rock outcrops, and critical areas.
5. Required copies of documents, plans, or maps (as set forth in the application checklist).
6. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested.
7. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application.
8. Additional application information as requested by the permitting department, which may include, but is not limited to, the following:
  - a. geotechnical studies;
  - b. hydrologic studies;
  - c. critical area studies;
  - d. noise studies;
  - e. air quality studies;
  - f. visual analysis; and

- g. transportation impact studies.

#### D. Additional Requirements

The following Type II and III applications shall meet these requirements in addition to the provisions of subsection (B) of this section:

1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.
  - a. Name, address, and phone number of the applicant. The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.
  - b. Name, address, and phone number of the applicant's representative if other than the applicant.
  - c. Name, address, and phone number of the property owner, if other than the applicant.
  - d. Location of the property. This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.
  - e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.
  - f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.
  - g. General description of the property as it now exists, including its physical characteristics and improvements and structures.
  - h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.
  - i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:
    - i. the boundary of the parcels(s) of land upon which the development is proposed;
    - ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the

project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;

- iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
- iv. a delineation of all wetland areas that will be altered or used as a part of the development;
- v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;
- vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to [SMC 17E.060.240](#), Shoreline Vegetation Inventory;
- vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;
- viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;
- ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;
- x. quantity, composition and destination of any excavated or dredged material;
- xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;
- xii. where applicable, a depiction of the impacts to views from existing residential uses;
- xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.

## 2. Certificate of Compliance.

- a. Site plan is to be prepared by a licensed surveyor; and

- b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.
3. Plans-in-lieu of Compliance.
  - a. Alternative development plan designed in conformance with the applicable development regulations; and
  - b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.
4. Preliminary Plat, Short Plat, and Binding Site Plan. As provided in [chapter 17G.080 SMC](#).
5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with Title 17C SMC including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.
6. Skywalk.
  - a. A legal description of airspace to be occupied.
  - b. Architectural and engineering plans.
  - c. Artist's rendering of the proposed skywalk; and
  - d. Written narrative of the access for the public from the street, other buildings, and other skywalks.
  - e. Acceptance of the final design review recommendations.
  - f. Location and design of all wayfinding signage to be placed to ensure public access.
7. Floodplain – Floodplain Development Permit and Variance.

As provided in [chapter 17E.030 SMC](#)

Section 8: Section 17G.061.120 Determination of a Complete Application is amended to read as follows:

**A. Determination of Completeness.**

Within twenty-eight days of receiving a project permit application, the department shall determine if the application is technically complete (RCW 36.70B.070) as outlined on the project

permit application. Additional information or studies may be required, or project modifications may be undertaken subsequent to the technical review of the application by the City.

1. The number of days is measured by counting every calendar day.

2. If a written determination to the contrary is not provided by the 29<sup>th</sup> day, the application shall be deemed technically complete. However, this does not prevent the City from requesting additional information or studies after the application is deemed technically complete.

#### B. Procedures for Determination of Completeness.

The following steps outline the process for the department to determine that an application is complete.

##### 1. Counter Complete.

The department shall conduct a preliminary, immediate review to determine if the application filed with the City contains the documents and information required by SMC 17G.061.110. If the department determines the application does not contain the required documents and information, the application including fees shall be returned to the applicant.

##### 2. Component Screening.

If the application appears to contain required documents, the department shall accept the application and within seven days, conduct a detailed review and determine if any additional information is necessary to process the application. If the department determines the application is missing required components, or is inadequate in other ways, ~~the application including any fees shall be returned to the applicant. the applicant shall be sent a written determination outlining the necessary components that are needed to make the application counter complete.~~

a. If the department issues a second request for corrections or information, staff may schedule a meeting to meet with the applicant to attempt to resolve the outstanding issues. The meeting must be scheduled within 14 days of the second request.

b. If a meeting does not resolve the issues and the department proceeds with a third request for additional information or corrections, the application must be approved or denied upon receiving the additional information or corrections.

##### 3. Review by Interested Agencies.

If the application, after the detailed review, is found to contain the required components and supporting documents, the application and supporting documents shall be forwarded to (i) interested City departments, (ii) agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application, and (iii) the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the project is located and to any neighborhood council whose geographic boundaries are located within a 600-foot radius of the project, at the address for such departments, agencies, and neighborhood council designee(s) on file with the department, for review to ensure compliance with state laws, ordinances and concurrency requirements. Interested departments, agencies, and the neighborhood council shall be given fourteen days to provide comments on a permit application. All written comments will be forwarded to the applicant at the end of the fourteen day comment period. Comments submitted after the fourteen day comment period will be forwarded to the applicant, subject to RCW 36.70B.070.

~~a. If review agencies require additional information to continue processing the application, the applicant shall be notified in writing.~~

~~b. Required information must be provided within sixty days from the notification by the department. The applicant may submit a written request for additional time to the director; any time extensions shall be in writing. If the information is not~~



~~received within the sixty days (or as otherwise agreed to), the application and a portion of the fees shall be returned to the applicant, pursuant to chapter 8.02 SMC.~~

~~c. Within fourteen days of the submission of the additional information identified by the review agency, the department shall notify the applicant whether the studies are adequate or what additional information is necessary.~~

~~d. If the neighborhood council submits written comments on an application, the department shall provide a written response to the chairperson, with copy to the applicant, no later than the date on which the application is certified complete pursuant to paragraph D herein below.~~

4. a. Application Certified Complete. Certification.

~~Within seven days of the expiration of the interested agency comment period, ((if no additional information was required, or the information required under subsection (3) is acceptable,)) the department shall provide a written determination stating either that the application is technically complete or that the application is technically incomplete. ((certify the application complete. Applications requiring review by the hearing examiner are forwarded to the hearing examiner upon being certified as complete.))~~

~~((a-)) i. If review agencies require additional information to continue processing the application, the applicant shall be notified in writing.~~

~~((b-)) ii. Required information must be provided within sixty days from the notification by the department. The applicant may submit a written request for additional time to the director; any time extensions shall be in writing. If the information is not received within the sixty days (or as otherwise agreed to), the application and a portion of the fees shall be returned to the applicant, pursuant to chapter 8.02 SMC.~~

~~((c-)) iii. Within fourteen days of the submission of the additional information identified by the review agency, the department shall notify the applicant whether the studies are adequate or what additional information is necessary.~~

~~((d-)) iv. If the neighborhood council submits written comments on an application, the department shall provide a written response to the chairperson, with copy to the applicant, no later than the date on which the application is certified complete pursuant to paragraph D herein below.~~

4. Technically Complete Application

1. Within seven days of the expiration of the interested agency comment period, if no additional information was required, or the information required under subsection (3) is acceptable, the department shall provide a written determination stating either that the application is certified as technically complete or still technically incomplete.

5. Notice of Application.

Within fourteen days of the issuance of a determination of a complete application, a notice of application shall be provided for Type I, II and III project permit applications in accordance with this section (RCW 36.70B.110.2), except that notice of application is not required for short subdivision applications involving minor engineering review as defined in SMC 17G.080.040(C)(2). The notice of application shall follow the public notice requirements contained in SMC 17G.061.210. The notice of application may be combined with the notice of public hearing, if a hearing has been scheduled by notice of application. The date, time, place and type of hearing, SEPA determination and SEPA appeal deadline (using the optional DNS process) are required to be added to the notice of application if this provision is used (RCW 36.70B.110(2)(f)).

6. Vesting.

Applications shall be considered vested at the time the application is ~~((certified))~~ counter complete and all fees have been paid, the vesting date shall be the date of application

submission. If the application is not complete when filed or information is not timely provided as set forth in subsection (2) or (3), the application shall not be considered complete for purposes of vesting or other statutory compliance dates.

a. Expiration of Vested applications

1. Vested applications remain in effect unless no action is taken to complete the project and the date of expiration is reached. A list of permit expiration dates can be found in [Table 17G.061.010-1](#).

Section 9: Section 17G.061.130 Application Time Limits is amended to read as follows:

A. A decision on permit applications subject to this chapter shall ((be made within one hundred twenty days of submission of a complete application as set forth in SMC 17G.061.130.)) not exceed the following for each type of permit (RCW 36.70B.080:

1. 65 days for permits which do not require public notice.
2. 100 days for permits which require public notice, and
3. 170 days for permits which require public notice and a public hearing.
4. The number of days is measured by counting every calendar day.
5. A summary of the application types and requirements can be found in [Table 17G.061.010](#).

B. ((The following shall be excluded when calculating this time period:)) The number of days an application is in review with the City shall be calculated from the day the application is deemed technically complete as determined under RCW 36.70B.070 to date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods:

1. Any period during which the applicant has been requested by the department to correct plans, perform required studies, or provide additional required information due to the applicant's inaccurate or insufficient information and the day when additional information is submitted by the applicant.
2. Any period during which an environmental impact statement is being prepared.
3. Any period for administrative appeals of land use permits.
4. ((Any extension for any reasonable period mutually agreed upon in writing between the applicant and the department (RCW 36.70B.080(1)).)) Time periods may be extended for 30 days in the following cases:
  - a. If the applicant informs the City in writing that the applicant would like to suspend the review of the project for more than 60 days; or
  - b. If the applicant is not responsive for more than 60 consecutive days after the additional information has been requested to further process the application.
5. If the permit requires approval of a new fully contained community as provided in RCW 36.70A.350, or a master planned resort as provided in RCW 36.70A.360, or the siting of an essential public facility as provided in RCW 36.70A.200.

6. The time periods shall start over if an applicant proposes a substantial modification to an application as described in Section 17G.061.150 Modification of Applications and Permits.

7. Annual amendments to the comprehensive plan are not subject to the requirements of this section.

C. The City may, by adoption of an ordinance or resolution, modify the time periods to add permit types, change permit names or types in each category, address how consolidated review time frames may be different than permits submitted individually and address how projects of a certain size or type may be differentiated as provided for in RCW 36.70B.140.

Section 10: Section 17G.061.150 Modification of Applications and Permits is amended to read as follows:

A. Modification of Complete Application.

1. Proposed modifications to an application, which the department has previously found to be complete, will be treated as follows:
  - a. Minor ((M)) modifications proposed by the department to an application shall not be considered a new application.
  - b. If the applicant proposes substantial modifications to an application, as determined by the department, the application may be considered a new application. The new application shall conform to the requirements of all statutes and ordinances in effect at the time the new application is submitted. A substantial modification may include but is not limited to the following:
    - i. change in use;
    - ii. increase in density;
    - iii. increase in site area; or
    - iv. changes that increase or significantly modify the traffic pattern for the proposed development.

B. Limitations on Refiling of Application.

1. Applications for a land use permit pursuant to Title 17 SMC on a specific site shall not be accepted if a similar permit has been denied on the site within the twelve months prior to the date of submittal of the application. The date of denial shall be considered the date the decision was made on an appeal, if an appeal was filed or the date of the original decision if no appeal was filed.
2. The twelve-month time period may be waived or modified if the director finds that special circumstances warrant earlier reapplication. The director shall consider the following in determining whether an application for permit is similar to, or substantially the same as, a previously denied application:

- a. An application for a permit shall be deemed similar if the proposed use of the property is the same, or substantially the same, as that which was considered and disallowed in the earlier decision.
- b. An application for a permit shall be deemed similar if the proposed application form and site plan (i.e., building layout, lot configuration, dimensions) are the same, or substantially the same, as that which was considered and disallowed in the earlier decision; and
- c. An application for a variance, exception, or waiver shall be deemed similar if the special circumstances which the applicant alleges as a basis for the request are the same, or substantially the same, as those considered and rejected in the earlier decision. In every instance, the burden of proving that an application is not similar shall be upon the applicant.

### C. Modifications or Revisions to Shoreline Permits.

1. A permit revision is required whenever the applicant proposes substantive changes to the design, terms, or conditions of a project from that which is approved in the permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, the shoreline master program and/or the policies and provisions of chapter 90.58 RCW.
2. Changes which are not substantive in effect do not require approval of a revision. When an applicant seeks to revise a permit, the director shall request from the applicant detailed plans and text describing the proposed changes in the permit.
3. If the director determines that the proposed changes are within the scope and intent of the original permit as defined in WAC 173-27-100(2) and are consistent with the shoreline master program and the Shoreline Management Act, the director may approve a revision.
4. If the proposed changes are not within the scope and intent of the original permit, the applicant shall apply for a new permit in the manner provided for in this chapter.
5. Revisions to permits may be authorized after original permit authorization has expired under RCW 90.58.143. The purpose of such revisions shall be limited to authorization of changes which are consistent with WAC 173-27 and which would not require a permit for the development or change proposed under the terms of the Shoreline Management Act, this section and the shoreline master program. If the proposed change constitutes substantial development then a new permit is required. This shall not be used to extend the time requirements or to authorize substantial development beyond the time limits of the original permit.
6. If the sum of the revision and any previously approved revisions under former WAC 173-14-064 or WAC 173-27-100 violate the provisions that they are "within the scope and intent of the original permit," the director shall require that the applicant apply for a new permit.
7. The revision approval, including the revised site plans and text consistent with the provisions of WAC 173-27-180 as necessary to clearly indicate the authorized changes, and the final ruling on consistency with this section shall be filed with the

department of ecology. In addition, the director shall notify parties of record of their action.

8. If the revision to the original permit was a conditional use or variance, which was conditioned by the department of ecology, the director shall submit the revision to the department of ecology for its approval, approval with conditions, or denial, indicating that the revision is being submitted under the requirements of this section. Ecology shall render and transmit to the City and the applicant its final decision within fifteen days of the date of the department of ecology's receipt of the submittal from the director. The director shall notify parties of record of the department of ecology's final decision.
9. The revised permit is effective immediately upon final decision by the director, or when reviewed by the department of ecology, pursuant to subsection (7), then upon final action by the department of ecology.
10. Appeals shall be in accordance with RCW 90.58.180 and shall be filed with the shorelines hearings board within twenty-one days from the date of receipt of the revision approved by the director, or when appropriate under subsection (7), the date ecology's final decision is transmitted to the City and the applicant. Appeals shall be based only upon contentions of noncompliance with the provisions of subsection (2). Construction undertaken pursuant to that portion of a revised permit not authorized under the original permit is at the applicant's own risk until the expiration of the appeals deadline. If an appeal is successful in proving that a revision is not within the scope and intent of the original permit, the decision shall have no bearing on the original permit.

#### D. Modification to a Building Permit Subject to a Type II or III Approval.

In issuing building permits for construction under an approved site plan, the building official may, with concurrence of the Planning Director, permit minor adjustments of the location and/or dimensions of buildings, parking areas, and roadways as long as such adjustments do not change any points of ingress or egress to the site unless approved by the director of engineering services, change any perimeter setbacks, or exceed the density authorized in the permit. No modification of an approved application may be considered approved unless specifically provided in writing.

1. The Planning Director may, without public notice, modify an approved site plan, if all the following criteria are met:
  - a. The use will remain the same.
  - b. The total site coverage or total area covered by buildings will not increase.
  - c. The use will continue to comply with all conditions of approval imposed by the original decision.
  - d. The use will comply with all of the requirements of the land use regulations applicable to it and the property on which it is or will be located.



2. Any modification of an approved site plan not consistent with the standards of subsection (B)(1) of this section may be approved only pursuant to the procedures for granting the original Type II or III approval.

#### E. Modification of Shoreline Permit.

##### 1. Rescission and Remanding of Shoreline Permit.

- a. After providing notice to the permittee and the public and also holding a public meeting, the Planning Director may rescind or suspend a permit if any of the conditions in RCW 90.58.140(8) exist.
- b. Under the conditions listed in RCW 90.58.180, shoreline permits may be remanded back to the City by the Shorelines Hearings Board.

##### 2. Other Modification of Shoreline Permit.

- a. A permit revision is required whenever the applicant proposes substantive changes to the design, terms, or conditions of a project from that which is approved in the permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, the shoreline master program and/or the policies and provisions of chapter 90.58 RCW.
- b. Changes which are not substantive in effect do not require approval of a revision. When an applicant seeks to revise a permit, the director shall request from the applicant detailed plans and text describing the proposed changes in the permit.
- c. If the director determines that the proposed changes are within the scope and intent of the original permit as defined in WAC 173-27-100(2) and are consistent with the shoreline master program and the Shoreline Management Act, the director may approve a revision.
- d. If the proposed changes are not within the scope and intent of the original permit, the applicant shall apply for a new permit in the manner provided for in this chapter.
- e. Revisions to permits may be authorized after original permit authorization has expired under RCW 90.58.143. The purpose of such revisions shall be limited to authorization of changes which are consistent with WAC 173-27 and which would not require a permit for the development or change proposed under the terms of the Shoreline Management Act, this section and the shoreline master program. If the proposed change constitutes substantial development then a new permit is required. This shall not be used to extend the time requirements or to authorize substantial development beyond the time limits of the original permit.
- f. If the sum of the revision and any previously approved revisions under former WAC 173-14-064 or WAC 173-27-100 violate the provisions that they are "within the scope and intent of the original permit," the director shall require that the applicant apply for a new permit.

- g. The revision approval, including the revised site plans and text consistent with the provisions of WAC 173-27-180 as necessary to clearly indicate the authorized changes, and the final ruling on consistency with this section shall be filed with the department of ecology. In addition, the director shall notify parties of record of their action.
- h. If the revision to the original permit was a conditional use or variance, which was conditioned by the department of ecology, the director shall submit the revision to the department of ecology for its approval, approval with conditions, or denial, indicating that the revision is being submitted under the requirements of this section. Ecology shall render and transmit to the City and the applicant its final decision within fifteen days of the date of the department of ecology's receipt of the submittal from the director. The director shall notify parties of record of the department of ecology's final decision.
- i. The revised permit is effective immediately upon final decision by the director, or when reviewed by the department of ecology, pursuant to subsection (7), then upon final action by the department of ecology.
- j. Appeals shall be in accordance with RCW 90.58.180 and shall be filed with the shorelines hearings board within twenty-one days from the date of receipt of the revision approved by the director, or when appropriate under subsection (7), the date ecology's final decision is transmitted to the City and the applicant. Appeals shall be based only upon contentions of noncompliance with the provisions of subsection (2). Construction undertaken pursuant to that portion of a revised permit not authorized under the original permit is at the applicant's own risk until the expiration of the appeals deadline. If an appeal is successful in proving that a revision is not within the scope and intent of the original permit, the decision shall have no bearing on the original permit.

Section 11: Section 17G.080.040 Short Subdivisions is amended to read as follows:

A. Predevelopment Meeting

A predevelopment meeting (~~(is required if the proposal is located in the central business district, unless waived by the director, and))~~ is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

B. Preliminary Short Plat Application and Map Requirements

- 1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:
  - a. The general application.

- b. The supplemental application.
- c. The environmental checklist, if required under [chapter 17E.050 SMC](#).
- d. Title report no older than thirty days from issuance from the title company.
- e. The filing fees as required under [chapter 8.02 SMC](#).
- f. The required number of documents, plans or maps drawn to a minimum scale of one-inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

## 2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address<sub>1</sub> and phone number.
- d. Legal description.
- e. Section, township<sub>1</sub> and rang
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots<sub>1</sub> proposed density, and number of housing units.
- k. Zoning designation.

- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, along with the following information:
  - i. the numbers proposed to be assigned each lot and block;
  - ii. the dimensions, square footage, and acreage of all proposed lots and tracts; and
  - iii. for residential lots zoned R1 or R2, the proposed Middle Housing types, included single-unit detached houses, and total number of proposed units on all proposed lots.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters [17E.020](#), [17E.030](#), [17E.070](#) and [17G.030 SMC](#).

- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

#### C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in chapter 17G.061 SMC for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in SMC 17G.06210 and public comment period under SMC 17G.061.220.
2. Minor Engineering Review.
  - a. A preliminary short plat application may qualify for a Minor Engineering Review if it meets all of the following conditions:
    - i. The application is categorically exempt from chapter 43.21C RCW (SEPA);
    - ii. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
    - iii. No extensions of public water, sewer, or other utility services will be needed;
    - iv. No public easements for water, sewer, or other utility service exists on the lot;
    - v. The lot is not situated in a Special Drainage District as defined in [SMC 17D.060.130](#); and
    - vi. Public utility mains do not exist on the lot.
  - b. The City Engineer is authorized to waiver conditions ii through vi of the subsection (a) if the application substantially meets the intent of the Minor Engineering Review.

#### D. Public Notice And Public Comment.

All public notice of the application and opportunities for public comment shall be given in accordance with the procedures set forth in [chapter 17G.061 SMC](#) for a Type II application.

1. Exceptions.
  - a. A short plat that meets the requirements of Minor Engineering Review as provided in subsection (C)(2) of this section shall not require a notice of application.
  - b. A short plat that is categorically exempt from SEPA and results in four or fewer lots shall not require a posted or signed notice of application.



#### E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in [chapter 17G.061 SMC](#). The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in [chapters 17F.050](#) and [17G.061 SMC](#).

#### F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
  - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
  - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
  - c. Covenants, conditions and restrictions, if applicable; and
  - d. Fees pursuant to [chapter 8.02 SMC](#).
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
  - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
    - b. A cover letter addressing the corrections, additions or modifications required.
    - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
  - d. The required number of copies of the corrected final short plat map.
3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

1. A final short plat shall contain all the information required of the preliminary plat, except the following:
  - a. Show existing buildings.
  - b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.

2. The final short plat shall include the following:

- a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat:  
"I, \_\_\_\_\_ registered land surveyor, hereby certify the plat of \_\_\_\_\_, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed \_\_\_\_\_(Seal)"

- b. A certification by the city treasurer, as applicable:

- i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- ii. "I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- iii. "A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner's to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- c. The certification by the planning director, as follows:

"This plat has been reviewed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner's/Planning Director's approval of the preliminary plat # - - PP/SP.

\_\_\_\_\_

City of Spokane Planning Director"

- d. The certification by the city engineer, as follows:

"Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Engineer"

- e. The certification by the Spokane county treasurer, as follows:

"I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Spokane County Treasurer"

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.

- g. Signature of every owner certifying that:

- i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
- ii. the plat is made with the free consent and in accordance with the desires of the owners of the land;

- iii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
  - iv. the owners adopt the plan of lots, blocks and streets shown;
  - v. owner dedicates to the City and the City's permittees the easements shown for utilities and cable television purposes;
  - vi. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
  - vii. owner conveys to the City as general City property the buffer strips adjoining unplatted property.
- h. The drawing shall:
- i. be a legibly drawn, printed or reproduced permanent map;
  - ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
  - iii. have margins that comply with the standards of the Spokane county auditor;
  - iv. show in dashed lines the existing plat being replatted, if applicable;
  - v. show monuments in accordance with [SMC 17G.080.020\(H\)\(1\)](#);
  - vi. include any other information required by the conditions of approval; and
  - vii. include any special statements of approval required from governmental agencies, including those pertaining to flood hazard areas, shorelines, critical areas and connections to adjacent state highways.

#### H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

#### I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with [SMC 17G.080.050](#)

Section 12: Section 17G.080.060 Binding Site Plan is amended to read as follows:

A. Purpose.

The purpose of this section is to allow for the more flexible creation of lots within an overall development site plan.

B. Predevelopment Meeting.

A predevelopment meeting is recommended (~~required~~) if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

C. Preliminary Binding Site Plan Application and Map Requirements.

1. A binding site plan may be used for divisions of land in all zones. Applications for approval of a preliminary binding site plan shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall be same in form and contents as a short plat as provided in [SMC 17G.080.040\(B\)\(1\)](#).

2. Contents of Preliminary Binding Site Plan.

The preliminary binding site plan shall be prepared by a land surveyor and shall be the same in form and content as a short plat as provided in [SMC 17G.080.040\(B\)\(2\)](#) with the following additions:

- a. Proposed building footprints;
- b. Proposed street accesses;
- c. Proposed parking and internal vehicle circulation;
- d. Proposed pedestrian pathways;
- e. Proposed landscaped areas; and
- f. Proposed stormwater facilities.

D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in [chapter 17C.061 SMC](#) for a Type II application.

E. Departmental Review of Preliminary Binding Site Plan



The application shall be reviewed in accordance with the procedures set forth in [chapter 17G.061 SMC](#) for a Type II application.

#### F. Preliminary Binding Site Plan Decision Criteria

Prior to approval of the application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the decision criteria set forth in [SMC 17G.080.025](#). The director has the authority to approve or disapprove a proposed preliminary binding site plan under the provisions of this chapter, subject to appeal as provided in [chapter 17G.061 SMC](#).

#### G. Final Binding Site Plan Review Procedure

The final binding site plan procedures shall be the same in form as the short plat review procedure as provided in [SMC 17G.080.040\(G\)](#).

#### H. Final Binding Site Plan Requirements.

The subdivider shall submit to the director a final binding site plan in the same form and with the same content as the preliminary binding site plan, with the following exceptions or additional requirements:

1. A final binding site plan shall contain all the information required of the preliminary plan, except the following:
  - a. Show existing buildings.
  - b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.
2. The final binding site plan shall include the signatory statements as provided in [SMC 17G.080.040\(G\)\(2\)](#).

#### I. Filing

Once the final binding site plan has been reviewed, approved and signed by the applicable departments, the applicant shall file the final binding site plan with the county auditor within ten days of final approval. No permits shall be issued for a proposed lot until the required conformed copies of the binding site plan have been submitted to the department.

#### J. Creation of Additional Lots in Final Binding Site Plan

A survey may be filed following the recording of a final binding site plan to create additional lots within the boundaries of the final binding site plan, consistent with the preliminary binding site plan approval, conditions and expiration provisions ([SMC 17G.080.020\(C\)](#)). The survey shall be reviewed and approved by the director pursuant to subsections (F) and (G) of this section. In addition, the survey shall conform to the following:

1. Title shall state: "Amendment to BSP- \_\_\_ - \_\_\_\_."

2. The binding site plan file number shall be referenced.
3. A distinct wide boundary line shall delineate the boundary of the lot(s) being created. The boundary of the binding site plan shall be indicated and any lot(s) that have been created by filing of the final binding site plan and/or record of survey.
4. Each lot shall be numbered consecutively, and the size of each lot shall be indicated on the survey; and
5. A revision block listing all previously recorded surveys and the date of recording.

Section 12: Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 13: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 14: Effective Date. This ordinance shall become effective upon passage and approval on January 1, 2025.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING SB 5290 EXPEDITED PERMITTING CODE UPDATES**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to amendments to Title 17 of the Spokane Municipal Code to update land use application procedures which clarify, expedite, and consolidate the land use permitting process in accordance with Senate Bill 5290. Specifically amending Section 17A.020.030 “C” Definitions, Section 17A.020.200 “T” Definitions, Section 17E.020.080 Application Submittal Requirements, Section 17E.030.060 Establishment of Development Permit, Section 17E.040.080 Application Submittal Requirements, Section 17E.070.080 Application Submittal Requirements, Section 17G.061.110 Application Requirements, Section 17G.061.120 Determination of a Complete Application, Section 17G.061.130 Application Time Limits, Section 17G.061.150 Modification of Applications and Permits, Section 17G.080.040 Short Subdivisions, Section 17G.080.060 Binding Site Plan, and other matters properly related thereto.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.
- B. The proposed text amendments are mandated by State Legislature in order to be in compliance with Senate Bill 5290 which amends land use application procedures in order to expedite the land use permitting process.
- C. Consistency with Senate Bill 5290 is a requirement on the Periodic Update Checklist for Fully-Planning Cities and advances our work on the required Periodic Update to the Comprehensive Plan 2026 and the required development code amendments.
- D. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane’s Comprehensive Plan.
- E. Public notice and communication began in August 2024 and included the following:
  1. A Plan Commission workshop on August 28, 2024.
  2. A Plan Commission Public Hearing on September 25, 2024.
- F. No public comment was received.
- G. On August 28, 2024, the City of Spokane Plan Commission held a workshop to discuss draft language, and review and evaluate with city staff alternatives to proposed text changes.
- H. On August 09, 2024, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- I. The proposed text amendments are categorically exempt from SEPA under WAC 197-11-8000 article 19 under procedural actions.

## Findings of Fact, Conclusion, and Recommendation

- J. A legal notice of public hearing was published in the *Spokesman-Review* on September 11, 2024 and September 18, 2024.
- K. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- L. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.
- M. The Plan Commission held a public hearing on September 25, 2024, to obtain public comments on the proposed amendments. No comments were received.
- N. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- O. The City of Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

### **CONCLUSIONS:**

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the proposed Paper Cuts Q1 2024 Code Amendments:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan.
3. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

### **RECOMMENDATION:**

In the matter of the ordinances pertaining to the proposed text amendments, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of 8 in favor to 0 not in favor, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17A.020.030 "C" Definitions.
2. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17A.020.200 "T" Definitions.
3. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17E.020.080](#) Application Submittal Requirements.

Findings of Fact, Conclusion, and Recommendation

4. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17E.030.060](#) Establishment of Development Permit.
5. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17E.040.080](#) Application Submittal Requirements.
6. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17E.070.080](#) Application Submittal Requirements.
7. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17G.061.110](#) Application Requirements.
8. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17G.061.120](#) Determination of a Complete Application.
9. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17G.061.130](#) Application Time Limits.
10. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17G.061.150](#) Modification of Applications and Permits.
11. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17G.080.040](#) Short Subdivisions.
12. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to [Section 17G.080.060](#) Binding Site Plan.
  
13. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

*Greg Francis*

[Greg Francis \(Sep 26, 2024 17:38 PDT\)](#)

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**Greg Francis, President**

**Spokane Plan Commission**

**Date: Sep 26, 2024**









# Findings and Conclusions SB5290 Land Use Application Code Updates

Final Audit Report

2024-09-27

Created:	2024-09-26
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
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## "Findings and Conclusions SB5290 Land Use Application Code Updates" History

-  Document created by Angela McCall (amccall@spokanecity.org)  
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# STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

<b>To:</b>	Plan Commission
<b>Subject:</b>	SB5290 Expedited Permitting Code Updates
<b>Staff Contact:</b>	Tim Thompson, Principal Planner, Jackie Churchill, Planner I
<b>Report Date:</b>	September 17, 2024
<b>Hearing Date:</b>	September 25 2024
<b>Recommendation:</b>	Approval

## I. SUMMARY

The proposed draft code amendments have been developed to update Land Use Application permitting requirements in accordance with Senate Bill 5290.

## II. RECOMMENDED ACTION

Planning staff recommend approval of these code text amendments, confirmation that they are compliant with the State Legislature’s Senate Bill 5290 mandated amendments to Chapter 17G.061 Land Use Application Procedures, and a motion to take them to City Council for adoption.

## III. BACKGROUND

In 2023, Washington State Legislature passed Senate Bill 5290 to update the Local Project Review Act in order to improve project review and permitting processes. These updates include clarification on the determination of completeness procedural requirements, new permitting deadlines, and mitigation measures to prevent the City from missing the deadline. These updates amend various sections of Chapter 17G Land Use Application Procedures of the Spokane Municipal Code. The effective date for these updates is January 1, 2025.

Senate Bill 5290 updated requirements for the determination of completeness process by stipulating that the determination must be based solely on procedural requirements. SB5290 also revised the existing 120-day time period for project review, creating multiple new time periods based on permit type. Additionally, Cities are now required to refund 10-20% of permit fees if the new time periods are not met; however, local governments do not need to refund permit fees if they adopt additional measures, provided in SB5290, to expedite permit review.

## IV. PROCESS

### DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section 17G.025.010 establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

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## ROLE OF THE CITY PLAN COMMISSION

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal. The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

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## ROLE OF CITY COUNCIL

As part of the Ordinance update process, the City Council will deliberate and review the proposed text amendments, public comments and testimony, the staff report, and any Plan Commission recommendation. The final decision to approve, modify, or deny the proposed amendments rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

## COMMUNITY ENGAGEMENT

Plan Commission Workshop     August 28, 2024

## SEPA REVIEW

The proposed amendments are categorically exempt from SEPA review under WAC 197-11-800 section 19.

## COMMENTS RECEIVED

No comments have been received.

## V. ANALYSIS

### PROPOSAL DESCRIPTION

The proposed draft code amendments have been developed to update 17G Land Use Application Procedures permitting requirements in accordance with Senate Bill 5290 which mandates that the permitting process shall be expedited and clarified.

Proposed amendments to Section 17G.061.120 Determination of a Complete Application comply with section 6 of Senate Bill 5290 and updates to RCW36.70B.070, which require that the determination of completeness procedural requirements be based solely on the completion of the procedural requirements as listed in the project permit application. Draft changes also clarify the City deadlines and mandates that

communication to the applicant must be written. In addition, Sections 17A.020.030 “C” Definitions, Section 17A.020.200 “T” Definitions, are amended to add definitions for “Counter Complete” and “Technically Complete” in order to clarify how these terms relate to state terminology.

Proposed amendments to Section 17G.061.130 Application Time Limits and 17G.061.150 Modification of Applications and Permits comply with SB 5290 Section 7 and updates to 36.70B.080, which create new permitting time periods that are dependent upon the type of Land Use permit that is being applied for. Exceptions to the time periods have also been proposed in these sections.

The proposed amendments to Section 17G.061.110 Application Requirements, Section 17G.080.040 Short Subdivisions, Section 17G.080.060 Binding Site Plan, Section 17E.020.080 Application Submittal Requirements, Section 17E.030.060 Establishment of Development Permit, Section 17E.040.080 Application Submittal Requirements, Section 17E.070.080 Application Submittal Requirements, comply with section 8 of SB 5290 and updates to RCW 36.70B.160 which mandate that local governments adopt additional measures in lieu of refunding permitting fees if the permitting time periods are missed. These proposed amendments would change Pre-development meetings from “required” to “recommended”.

## IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section 17G.025.010 SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following criteria. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Pla discussion points, are contained in **Exhibit C**.

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### ECONOMIC DEVELOPMENT GOALS

#### **ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE**

Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.

***POLICY: ED 7.6 - Development Standards and Permitting Process***

*Periodically evaluate and improve the City of Spokane’s development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals*

**Staff Analysis:**

The proposed amendments implement the Comprehensive Plan Economic Development Goal 7 to nurture economic activity through the regulatory environment by complying with State law which mandates transparent and timely permitting processes. They also specifically implement policy 7.6 by creating new permitting time periods to ensure timeliness, clarify the determination of completeness process, and creating additional measures that help to expedite the Land Use Application permitting process.

## FINAL REVIEW CRITERIA

### 2. Consistency with State law: Senate Bill 5290

**Staff Analysis:** The draft amendments have been proposed in order to make updates to the Chapter 17G.061 Land Use Application Procedures code in compliance with the 2023 Senate Bill 5290. SB 5290 updated the Local Project Review Act RCW 36.70B and amended various sections including RCWs 36.70B.070, 36.70B.080, and 36.70B.160. Corresponding sections of the Unified Development Code have been updated to comply with changes to the amended RCWs.

### 3. Consistency with the Comprehensive Plan Periodic Update Requirements

**Staff Analysis:** Consistency with Senate Bill 5290 is a requirement on the Periodic Update Checklist for Fully-Planning Cities and advances our work on the required Periodic Update to the Comprehensive Plan 2026 and the required development code amendments.

### 4. *Public Health, Safety, Welfare, and Protection of the Environment.*

**Staff Analysis:** By updating requirements for the Land Use Application Procedures, the proposed amendments comply with State Law which does not adversely affect public health, safety or the welfare of the public.

## VI. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code 17G.061 Land Use Application Procedures satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010.

## VII. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

## VIII. LIST OF EXHIBITS

- A. Summary Table of Proposed Text Amendments
- B. Proposed Draft Text
- C. Related Comprehensive Goals and Policies
- D. Findings and Conclusions



EXHIBIT A – SUMMARY TABLE OF PROPOSED TEXT AMENDMENTS

**SB 5290 Expedited Permitting Process Updates**  
**Proposed Text Amendment Tracker**

*The text amendment tracking sheet provides a summary of proposed changes in each section of the Spokane Municipal Code. The text amendment tracking sheet does not replace reviewing the draft code text amendments as there may be additional details and/or minor changes that were not captured in this document.*

Existing SMC Section	Corresponding sections of SB5290 and RCWs	Description of Change
<b><u>Section 17G.061.110</u> Application Requirements</b>		
Subsection 3	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Removed subsection 3 because the reference to the Central Business District is outdated.</li> <li>○ Removing 3 allows the Pre-Development Conference to be a recommendation instead of mandatory. *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>
<b><u>Section 17G.080.040</u> Short Subdivisions</b>		
A. Predevelopment Meeting	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Removed reference to the Central Business District as reference is outdated.</li> <li>○ *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>
<b><u>Section 17G.080.060</u> Binding Site Plan</b>		
B. Predevelopment Meeting	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Removed reference to the Central Business District as reference is outdated.</li> <li>○ *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>

<a href="#">Section 17E.020.080</a> <b>Application Submittal Requirements – Fish &amp; Wildlife Conservation Areas</b>		
A	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Changed “required” to “recommended”</li> <li>○ *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>
<a href="#">Section 17E.030.060</a> <b>Establishment of Development Permit</b>		
B	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Changed “required” to “recommended”</li> <li>○ *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>
<a href="#">Section 17E.040.080</a> <b>Application Submittal Requirements – Geologically Hazardous Areas</b>		
A	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Changed “required” to “recommended”</li> <li>○ *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>
<a href="#">Section 17E.070.080</a> <b>Application Submittal Requirements - Wetlands</b>		
<a href="#">Chapter 17E.070 Wetlands Protection Section 17E.070.080</a> Application Submittal Requirements (A)	Section 8(2) RCW 36.70B.160	<ul style="list-style-type: none"> <li>○ Changed “required” to “recommended”</li> <li>○ *This is a suggested measure in SB5290 section 8 to expedite permits and 2 of 3 needed measures that can replace the mandate to partially refund fees for missing permitting deadlines.</li> </ul>

<b>Section 17G.061.120 Determination of a Complete Application</b>		
(A)	Section 6 RCW 36.70B.070	<ul style="list-style-type: none"> <li>○ Changed all instances of “procedural” to “technical” to match current City terminology.</li> <li>○ Added subsections 1 &amp; 2 <ul style="list-style-type: none"> <li>○ Subsection 1 states how days are counted.</li> <li>○ Subsection 2 states that on the 29<sup>th</sup> day after an application is submitted it is deemed technically complete if the City hasn’t issued a written statement to the contrary.</li> </ul> </li> </ul>
B. Procedures for Determination of Completeness  (2) Component Screening	Section 6 RCW 36.70B.070	<ul style="list-style-type: none"> <li>○ Amended to add that applicants will receive a written determination of counter complete or incomplete.</li> <li>○ New subsection (a) added to state that after 2 requests for corrections or more info., staff may schedule a meeting to resolve the issues and it must be within 14 days of the request.</li> <li>○ New subsection b added to state that after 3 requests for corrections, the application must be approved or denied. *This is a measure suggested by SB5290 section 8 that the City adopt to expedite permitting. This is 3 of 3 necessary measures to avoid having to refund fees in the case of missing permitting timelines.</li> </ul>
(3) Review by Interested Parties	Section 6 RCW 36.70B.070	<ul style="list-style-type: none"> <li>○ Reordered and combined subsections 3 and 4.</li> <li>○ 4 was changed to a subsection of 3 and renamed "Application Certification" and reworded to clarify that applicants will be notified in writing if the application is complete or not.</li> <li>○ a-d were moved to be subsections under (a) Application Certification (previously 4) to clarify the chronological steps of the application process and they are renumbered to i-iv.</li> <li>○ Subsection iv: removed “pursuant to paragraph D herein below” for clarity.</li> </ul>
(4) Application Certified Complete	Section 6 RCW 36.70B.070	<ul style="list-style-type: none"> <li>○ New section 4 to clarify when an application is considered technically complete.</li> </ul>
(6) Vesting	Section 6 RCW 36.70B.070	<ul style="list-style-type: none"> <li>○ Changed “certified” to “counter” complete and added that fees must be paid before the application can be vested.</li> <li>○ Added subsection (a) to state that vested applications may expire according to each permit type expiration dates found in Table 17G.061.010-1.</li> <li>○</li> </ul>

<b>Section 17G.061.130 Application Time Limits</b>		
Section A	Section 7(1)(a)-(k) RCW 36.70B.080	<ul style="list-style-type: none"> <li>○ Edited to include the state mandated permitting timelines.</li> </ul>
Section B	Section 7(1)(a)-(k) RCW 36.70B.080	<ul style="list-style-type: none"> <li>○ Additional verbiage added to clarify exceptions to the permitting timeline.</li> <li>○ B (1) amended to clarify that the timeline pause ends once the applicant has sent additional information to the City.</li> <li>○ B (4) amended to add the clause that the city may add an additional 30 days to the time period if the applicant asks for a 60 day extension or if the applicant is not responsive for more than 60 days.</li> <li>○ B (6) new subsection added to state that the time period restarts if substantial changes are made to the permit as outlined in 17G.061.150.</li> <li>○ B (7) added to clarify that Comprehensive Plan Amendments are not subject to the timeline requirements.</li> </ul>
Section C	Section 7(1)(a)-(k) RCW 36.70B.080	<ul style="list-style-type: none"> <li>○ New section to state that the City may adopt alternative timelines for different permitting scenarios and types.</li> </ul>
<b>Section 17G.061.150 Modification of Applications and Permits</b>		
Section A(1)(a)		<ul style="list-style-type: none"> <li>○ Amended by adding the word “minor” for clarity.</li> </ul>
<b>Section 17A.020.030 “C” Definitions</b>		
“C” Definitions		<ul style="list-style-type: none"> <li>○ Added a definition of “Counter Complete” to clarify that counter complete and technically complete are different.</li> </ul>
<b>Section 17A.020.200 “T” Definitions</b>		
“T” Definitions		<ul style="list-style-type: none"> <li>○ Added a definition of “Technically Complete”.</li> </ul>





## 1. Title 17A Administration

### Chapter 17A.020 Definitions

#### Section 17A.020.030 "C" Definitions

##### A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

##### B. Carport.

A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

##### C. Cellular Telecommunications Facility.

They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.

##### D. Central Business District.

The general phrase "central business district" refers to the area designated on the comprehensive plan as the "downtown" and includes all of the area encompassed by all of the downtown zoning categories combined.

##### E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

##### F. Certificate of Capacity.

A document issued by the planning and economic development services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

##### G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

#### H. Change of Use.

For purposes of modification of a preliminary plat, "change of use" shall mean a change in the proposed use of lots (e.g., residential to commercial).

#### I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

#### J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

#### K. City.

The City of Spokane, Washington.

#### L. City Engineer.

The Director of the Engineering Services department, or their designee for approval authority.

#### M. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

#### N. Clear Pedestrian Zone.

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

#### O. Clear View Triangle.

1. A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

KEEP CURRENT IMAGE

2. Intersection of local and arterial: A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet, or when the arterial speed limit is 40 mph or greater the dimensions of the triangle shall be determined by Street Department staff using AASHTO's A Policy on Geometric Design as a reference.

KEEP CURRENT IMAGE

3. Alleys: A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
  - a. the inside line of the sidewalk; or
  - b. if there is no sidewalk, a line seven feet inside the curb line.

KEEP CURRENT IMAGE

#### P. Clear Zone.

The roadside area free of obstacles, starting at the edge of the traveled way.

#### Q. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

#### R. Cliffs.

A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.

A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance

of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

S. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

T. Collector Arterial.

Collector arterials (consisting of Major and Minor Collectors) collect and distribute traffic from local streets to principal and minor arterials. They serve both land access and traffic circulation.

U. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

V. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

W. Commercial Driveway.

Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

X. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

Y. Commission – Historic Landmarks.

The City/County historic landmarks commission.

Z. Community Banner.

See SMC 17C.240.015.



#### AA. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.

A community meeting does not constitute an open record hearing.

The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

#### AB. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

##### 1. Restoration.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

##### 2. Re-establishment.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

##### 3. Rehabilitation.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

##### 4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist.

Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

#### 5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

#### 6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

#### AC. Counter Complete

A land use application is counter complete if the application contains the documents and information required by SMC 17G.061.110 and required fees have been paid. This is the first step in the Land Use Application Determination of Completeness as outlined in 17G.061.120 and the department may request additional information, documents, or studies before certifying the application as technically complete.

#### ~~((AG))~~ AD. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

#### ~~((AD))~~ AE. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

The type of landscaping, L1, L2, or L3, is required to be labeled.

It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

((~~AE~~)) AF. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

((~~AF~~)) AG. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

((~~AG~~)) AH. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

((~~AH~~)) AI. Conditional Use Permit.

A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

((~~AI~~)) AJ. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

~~((AJ))~~ AK. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

~~((AK))~~ AL. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

~~((AL))~~ AM. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

~~((AM))~~ AN. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

~~((AN))~~ AO. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

~~((AO))~~ AP. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

~~((AP))~~ AQ. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

~~((AQ))~~ AR. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

~~((AR))~~ AS. Copy.

See SMC 17C.240.015.

~~((AS))~~ AT. Cottage Housing.

A grouping of residential units with a common open space.

~~((AT))~~ AU. Council.

The city council of the City of Spokane.

~~((AU))~~ AV. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

~~((AV))~~ AW. Courtyard apartments.

Three or more attached dwelling units arranged on two or three sides of a yard or court.

~~((AW))~~ AX. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

~~((AX))~~ AY. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.



((AY)) AZ. Critical Amount.

The quantity component of the definition of critical material.

((AZ)) BA. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

((BA)) BB. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

((BB)) BC. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

((BG)) BD. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:

- a. domestic and industrial water supply,
- b. agricultural irrigation,
- c. stock water, and

d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

~~((B))~~ BE. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

~~((B))~~ BF. Critical Materials Handbook.

The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.

1. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.

2. The handbook, as approved and modified by the division director of public works and utilities, contains:

- a. a critical materials list,
- b. a critical materials activities list, and
- c. other technical specifications and information.

3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

~~((B))~~ BG. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

~~((B))~~ BH. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

- a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
- b. Application for a shoreline substantial development permit (SMC 17G.061.070(B)(1)).
- c. Application for a certificate of occupancy (SMC 17G.010.170).

- d. Application for a variance or a certificate of compliance SMC 17G.061.110.
- e. Application for rezoning SMC 17G.061.110.
- f. Application for conditional permit SMC 17G.061.110.
- g. Application for a business license (SMC 8.01.120).
- h. Application for a permit under the Fire Code (SMC 17F.080.060).
- i. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
- j. Application for connection to the City sewer or water system.
- k. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).
- l. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
- m. Application involving a project identified in SMC 17E.010.120.
- n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
- o. Application for an underground storage tank permit (SMC 17E.010.210); and
- p. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).

2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

~~((B))~~ BI. Critical Review Applicant.

A person or entity seeking a critical review action.

~~((B))~~ BJ. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. For matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter.

~~((BJ))~~ BK. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

~~((BK))~~ BL. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

~~((BL))~~ BM. Curb Ramp.

A ramp constructed in the sidewalk to provide an accessible route from the sidewalk to the street.

~~((BM))~~ BN. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 3

## Title 17A Administration

### Chapter 17A.020 Definitions

#### Section 17A.020.200 "T" Definitions

##### A. Technically Complete

A term to describe a land use application that is certified as complete. A land use application will be deemed technically complete once all steps in 17G.061.120 Land Use Application Procedures for Determination of Completeness have been satisfied and all requested information has been correctly submitted to the City. This definition applies to applications determined procedurally complete as defined by RCW 36.70B.070.

##### ~~(A)~~ B. Temporary Erosion and Sediment Control Measures.

Erosion and sediment control devices used to provide temporary stabilization of a site, usually during construction or ground disturbing activities, before permanent devices are installed.

##### ~~(B)~~ C. Temporary Sign.

A sign placed on a structure or the ground for a specifically limited period of time as provided in SMC 17C.240.240(G).

##### ~~(C)~~ D. Temporary Structure.

A structure approved for location on a lot by the department for a period not to exceed six months with the intent to remove such structure after the time period expires.

##### ~~(D)~~ E. Tenant Space.

Portion of a structure occupied by a single commercial lease holder with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.

##### ~~(E)~~ F. Through Pedestrian Zone.

The portion of a sidewalk that is intended for pedestrian travel and is entirely free of permanent and temporary objects.

##### ~~(F)~~ G. Tideland.



Land on the shore of marine water bodies between the line of ordinary high tide and the line of extreme low tide.

((G)) H. Total Maximum Daily Load (TMDL).

A calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non point sources. The calculation shall include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation shall also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

((H)) I. [Deleted].

((I)) J. [Deleted].

((J)) K. [Deleted].

((K)) L. Tracking.

The deposition of sediment onto paved surfaces from the wheels of vehicles.

((L)) M. Tract.

A piece of land created and designated as part of a land division that is not a lot, lot of record or a public right-of-way. Tracts are created and designated for a specific purpose. Land uses within a tract are restricted to those uses consistent with the stated purpose as described on the plat, in maintenance agreements, or through conditions, covenants and restrictions (CC&Rs).

((M)) N. Traveled Way.

The area of street which is intended to carry vehicular traffic, excluding any shoulders.

((N)) O. Triplex.

A building that contains three dwelling units on the same lot that share a common wall or common floor/ceiling.

((O)) P. Type I Application.

An application for a project permit that is subject to an administrative approval and is not categorically exempt from environmental review under chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC, and does not require a public hearing. Type I applications are identified in Table 17G.061.010-1 in chapter 17G.061 SMC. These applications may include, but are not limited to, building permits and grading permits.

((P)) Q. Type II Application.

An application for a project permit that is subject to an administrative decision of a department director, that may or may not be categorically exempt from chapter 43.21C RCW (SEPA), and does not require a public hearing. The Type II applications are identified in Table 17G.061.010-1 in chapter 17G.061 SMC. These applications may include, but are not limited to, short plats, binding site plans, shoreline substantial development permits, and some conditional use permits; provided, the planning director may require conditional use permits which are otherwise characterized as Type II applications under this title to be submitted and processed as Type III applications when the director issues written findings that the Type III process is in the public interest.

((Q)) R. Type III Application.

An application for a project permit that is subject to a quasi-judicial decision of the hearing examiner that may or may not be categorically exempt from chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC and requires a public hearing. Type III applications are identified in Table 17G.061.010-1 in chapter 17G.061 SMC. These applications may include, but are not limited to, rezones, conditional use permits, preliminary long plats, or shoreline conditional use permits.

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Effective Date: Monday, January 1, 2024

ORD C36459 Section 10

## Title 17E Environmental Standards

### Chapter 17E.020 Fish and Wildlife Conservation Areas

#### Section 17E.020.080 Application Submittal Requirements

- A. A pre-development conference is recommended (~~required~~) for all regulated activities proposed in potential fish and wildlife habitat conservation areas and associated buffers per chapter 17G.061 SMC. The pre-development conference is intended to acquaint an applicant with standards, requirements, investigation procedures, best management practice and potential review procedures prior to making application.
- B. A critical areas checklist is required at the time of application for all regulated activities proposed in fish and wildlife habitat areas and associated buffers per SMC 17G.061.110(C).
- C. All activities identified in SMC 17E.020.050 shall meet the following application submittal requirements in addition to the application submittal requirements specified in other codes. The director may modify the submittal requirements based upon reasonable documentation, including BAS, needed to ensure compliance with this chapter, provided no construction activity, clearing or grading has taken place. A written summary of analysis and findings shall be included in any staff report or decision on the underlying permit.

##### 1. Topographic Survey.

A topographic site plan, prepared and stamped by a State of Washington licensed surveyor, is required for sites that include a wetland or its buffer. The

- a. Existing topography at two-foot contour intervals on-site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- b. Terrain and stormwater-flow characteristics within the site, on adjacent sites within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- c. Location of areas with significant amounts of vegetation, and specific location and description of all trees with trunks six inches or greater

in diameter measured four feet, six inches above the ground, and noting their species.

- d. Location and boundaries of all existing site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amounts of developmental coverage, including all impervious surfaces (noting total square footage and percentage of site occupied).
- e. Location of all grading activities in progress, and all natural and artificial drainage control facilities or systems in existence or on adjacent lands on the site, within twenty-five feet of the site's property lines, and in the full width of abutting public and private rights-of-way and easements.
- f. Location of all existing utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines and in the full width of abutting public rights-of-way; and
- g. Such additional existing physical elements information for the site and surrounding area as required by the director to complete review of a project subject to the standards of this chapter.

## 2. Additional Site Plan Information.

The following site plan information shall also be required for sites that include landslide-prone, flood-prone, riparian corridor, wetland and steep slope areas or their buffers. Information related to the location and boundaries of critical areas and required buffer delineations shall be prepared by qualified professionals with training and experience in their respective area of expertise as demonstrated to the satisfaction of the director.

- a. Location and boundaries of all critical areas and related buffers on the site and on adjacent lands within twenty-five feet of the site's property lines, noting both total square footage and percentage of site.
- b. Location and identification of all riparian corridors and wetlands within one hundred feet of the site's property lines.
- c. Location and boundaries of all proposed site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amount of proposed land

disturbing activities, including amounts of developmental coverage, impervious surfaces and construction activity areas (noting total square footage and percentage of site occupied).

- d. Location of all proposed grading activities and all proposed drainage control facilities or systems on the site or on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- e. Location of all proposed utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines, in the full width of abutting public rights-of-way, and any proposed extension required to connect to existing utilities, and proposed methods and locations for the proposed development to hook-up to these services; and
- f. Such additional site plan information related to the proposed development as required by the director to complete review of a project subject to the standards of this chapter.

### 3. Technical Reports.

Technical reports and other studies and submittals shall be prepared as required by the director detailing soils, geological, hydrological, drainage, plant ecology and botany, and other pertinent site information. The reports, studies and submittals shall be used to condition development to prevent potential harm and to protect the critical nature of the site, adjacent properties and the drainage basin.

Date Passed: Monday, December 3, 2007

Effective Date: Sunday, January 6, 2008

ORD C34147 Section 6



## [Title 17E](#) Environmental Standards

### [Chapter 17E.030](#) Floodplain Management

#### [Section 17E.030.060](#) Establishment of Development Permit

##### A. Development Permit Required.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in [SMC 17E.030.050\(B\)](#). The permit shall be for all structures including manufactured homes, as defined in [chapter 17A.020 SMC](#) and for all development, including fill and other activities also as defined in [chapter 17A.020 SMC](#).

##### B. A pre-development conference as set forth in [chapter 17G.061 SMC](#) is recommended (~~required~~) for all development proposed in areas identified as potential critical areas within the City of Spokane, including areas of special flood hazard established in [SMC 17E.030.050\(B\)](#).

##### C. Application for Floodplain Development Permit.

Application for a floodplain development permit shall be made on forms furnished by the City and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question: existing or proposed structures, fill, storage of materials, drainage facilities and the location of foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate with Section B completed by the Floodplain Administrator;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Where a structure is to be floodproofed, certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in [SMC 17E.030.130](#);
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
5. A completed critical areas checklist as established at [chapter 17G.061 SMC](#);

6. A completed environmental checklist, unless the Floodplain Administrator as designated in [SMC 17E.030.070](#) has determined that the project is categorically exempt from [chapter 17E.050 SMC](#);
7. Where development is proposed in a floodway, an engineering analysis indication no rise of the Base Flood Elevation; and
8. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application, including all studies, reports and information required by reviewing departments or agencies to fully disclose potential environmental impacts of the proposal. These studies are required to demonstrate acceptance by the applicable department or agencies prior to the application being certified complete.

D. Fee Processing.

Floodplain development permits shall be processed as set forth in [chapter 17G.061 SMC](#).

E. Fee Schedule.

The fees for processing a floodplain development permit are set forth in [SMC 8.02.066\(F\)](#).

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Effective Date: Thursday, December 2, 2021

ORD C36118 Section 3

## Title 17E Environmental Standards

### Chapter 17E.040 Spokane Geologically Hazardous Areas

#### Section 17E.040.080 Application Submittal Requirements

- A. A pre-development conference is recommended ((required)) for all regulated activities proposed in geologically hazardous areas and associated buffers per chapter 17G.061 SMC. The pre-development conference is intended to acquaint an applicant with standards, requirements, investigation procedures, best management practice and potential review procedures prior to making application.
- B. All activities identified in SMC 17E.040.050 shall meet the following application submittal requirements in addition to the application submittal requirements specified in other codes. The director may modify the submittal requirements based upon reasonable documentation, including BAS, needed to ensure compliance with this chapter, provided no construction activity, clearing or grading has taken place. A written summary of analysis and findings shall be included in any staff report or decision on the underlying permit.

#### 1. Topographic Survey.

A topographic site plan, prepared and stamped by a State of Washington licensed surveyor, is required for sites that include a geohazard or its buffer. The topographic site plan shall include the following existing physical elements:

- a. Existing topography at two-foot contour intervals on-site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- b. Terrain and stormwater-flow characteristics within the site, on adjacent sites within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.
- c. Location of areas with significant amounts of vegetation, and specific location and description of all trees with trunks six inches or greater in diameter measured four feet, six inches above the ground, and noting their species.
- d. Location and boundaries of all existing site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.

easements. This shall include the amounts of developmental coverage, including all impervious surfaces (noting total square footage and percentage of site occupied).

- e. Location of all grading activities in progress, and all natural and artificial drainage control facilities or systems in existence or on adjacent lands on the site, within twenty-five feet of the site's property lines, and in the full width of abutting public and private rights-of-way and easements.
- f. Location of all existing utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines and in the full width of abutting public rights-of-way; and
- g. Such additional existing physical elements information for the site and surrounding area as required by the director to complete review of a project subject to the standards of this chapter.

## 2. Additional Site Plan Information.

The following site plan information shall also be required for sites that include landslide-prone, flood-prone, riparian corridor, wetland and steep slope areas or their buffers. Information related to the location and boundaries of critical areas and required buffer delineations shall be prepared by qualified professionals with training and experience in their respective area of expertise as demonstrated to the satisfaction of the director.

- a. Location and boundaries of all critical areas and related buffers on the site and on adjacent lands within twenty-five feet of the site's property lines, noting both total square footage and percentage of site.
- b. Location and identification of all riparian corridors and wetlands within one hundred feet of the site's property lines.
- c. Location and boundaries of all proposed site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amount of proposed land disturbing activities, including amounts of developmental coverage, impervious surfaces and construction activity areas (noting total square footage and percentage of site occupied).
- d. Location of all proposed grading activities and all proposed drainage control facilities or systems on the site or on adjacent lands within

twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements.

- e. Location of all proposed utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines, in the full width of abutting public rights-of-way, and any proposed extension required to connect to existing utilities, and proposed methods and locations for the proposed development to hook-up to these services; and
- f. Such additional site plan information related to the proposed development as required by the director to complete review of a project subject to the standards of this chapter.

### 3. Technical Reports.

Technical reports and other studies and submittals, including the geohazard evaluation and mitigation plan described in [SMC 17E.040.090](#) below, shall be prepared as required by the director detailing soils, geological, hydrological, drainage, plant ecology and botany, and other pertinent site information. The reports, studies and submittals shall be used to condition development to prevent potential harm and to protect the critical nature of the site, adjacent properties and the drainage basin.

Date Passed: Monday, December 3, 2007

Effective Date: Sunday, January 6, 2008

ORD C34149 Section 8



## Title 17E Environmental Standards

### Chapter 17E.070 Wetlands Protection

#### Section 17E.070.080 Application Submittal Requirements

- A. A pre-development conference is recommended (~~required~~) for all regulated activities proposed in potential wetland areas and associated buffers per chapter 17G.061 SMC. The pre-development conference is intended to acquaint an applicant with standards, requirements, investigation procedures, best management practice, and potential review procedures prior to submitting an application.
- B. All activities identified in SMC 17E.070.040 shall meet the following application submittal requirements in addition to the application submittal requirements specified in other codes. The director may modify the submittal requirements based upon reasonable documentation, including BAS, needed to ensure compliance with this chapter, provided no construction activity, clearing, or grading has taken place. A written summary of analysis and findings shall be included in any staff report or decision on the underlying permit.
1. Wetlands Report. This report shall include a written assessment and accompanying maps of the impacted wetland including, at a minimum, wetland delineation and rating as determined by SMC 17E.070.100; existing wetland acreage; proposed wetland impacts; alternatives to wetlands impacts; proposed wetland buffer; vegetative, faunal and hydrological characteristics; soil and substrate conditions and topographic elevations; and shall be submitted as a part of the permit application.
  2. Topographic Survey. To the extent not provided in the wetlands report, a topographic site plan, prepared and stamped by a State of Washington licensed surveyor, is required for sites that include a wetland or its buffer. The topographic site plan shall include the following existing physical elements:
    - a. Existing topography at two-foot contour intervals on-site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements;
    - b. Terrain and stormwater-flow characteristics within the site, on adjacent sites within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements;

- c. Location of areas with significant amounts of vegetation, and specific location and description of all trees with trunks six inches or greater in diameter at breast height (dbh) measured four feet, six inches above the ground, and noting their species;
  - d. Location and boundaries of all existing site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amounts of developmental coverage, including all impervious surfaces (noting total square footage and percentage of site occupied);
  - e. Location of all ongoing grading activities as well as all natural and artificial drainage control facilities or systems in existence on the site or on adjacent lands, within twenty-five feet of the site's property lines, and in the full width of abutting public and private rights-of-way and easements;
  - f. Location of all existing utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines and in the full width of abutting public rights-of-way; and
  - g. Additional information on existing physical elements on the site and surrounding area as required by the director to inform a complete review of a project subject to the standards of this chapter.
3. Additional Site Plan Information. To the extent not provided in the wetlands report, the following site plan information shall also be required for sites that include wetlands and their buffers. Information related to the location and boundaries of wetlands and required buffer delineations shall be prepared by qualified professionals with training and experience in their respective area of expertise as demonstrated to the satisfaction of the director.
- a. Location and boundaries of all wetlands and wetland buffer on the site and on adjacent lands within twenty-five feet of the site's property lines, noting both total square footage and percentage of site;
  - b. Location and identification of all wetlands within one hundred feet of the site's property lines;

- c. Location and boundaries of all proposed site improvements on the site, on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements. This shall include the amount of proposed land disturbing activities, including amounts of developmental coverage, impervious surfaces and construction activity areas (noting total square footage and percentage of site occupied);
  - d. Location of all proposed grading activities and all proposed drainage control facilities or systems on the site or on adjacent lands within twenty-five feet of the site's property lines, and on the full width of abutting public and private rights-of-way and easements;
  - e. Location of all proposed utilities (water, sewer, gas, electric, phone, cable, etc.), both above and below ground, on the site, on adjacent lands within twenty-five feet of the site's property lines, in the full width of abutting public rights-of-way, and any proposed extension required to connect to existing utilities, and proposed methods and locations for the proposed development to hook-up to these services; and
  - f. Such additional site plan information related to the proposed development as required by the director to inform a complete review of a project subject to the standards of this chapter.
4. Technical Reports. To the extent not provided in the wetlands report, technical reports and other studies and submittals shall be prepared as required by the director detailing on site soils, geology, hydrology, drainage, plant ecology and botany, and other pertinent site information. The reports, studies and submittals shall be used to condition development to prevent potential harm and to protect the critical nature of the site, adjacent properties, and the drainage basin.

Date Passed: Monday, June 19, 2017

Effective Date: Sunday, July 30, 2017

ORD C35508 Section 7

## Title 17G Administration and Procedures

### Chapter 17G.061 Land Use Application Procedures

#### Section 17G.061.110 Application Requirements

##### A. Predevelopment Meeting.

###### 1. Purpose.

Predevelopment meetings are not intended to be an exhaustive review of all regulations or potential issues for a given application. Predevelopment meetings have two purposes:

- a. acquaint City staff and other agencies with a proposed development and to generally advise the applicant of applicable regulations, design guidelines and design review processes, and policies impacting the proposal; and
  - b. acquaint the applicant with the applicable provisions of these procedures, minimum submission requirements and other plans or regulations which may impact the proposal.
2. The City may, when applicable, apply additional relevant laws to the application subsequent to a predevelopment meeting.
  3. ~~((Predevelopment meetings are required for any development proposal in the central business district. The Planning Director or Building Official, as appropriate, may waive this requirement.))~~
  4. Predevelopment meetings are recommended for Type II and III applications, and Type I project permit applications in the centers and corridors (CC) zones.

##### B. Community Meeting.

All Type III applications and Type II applications where indicated in [Table 17G.061.010-1](#) are required to hold a community meeting regarding the proposed application. The applicant or their representative shall conduct the community meeting.

1. Timing.

The meeting shall occur no more than one hundred twenty days prior to application and before the application is accepted by the City.

2. Notice.

Notice for the community meeting shall be posted fourteen days prior to the meeting. Public notice of a community meeting shall be provided as required in [SMC 17G.061.210](#).

3. Combining with Traffic Study.

When a traffic study is required as a part of an application, the scoping meeting for a traffic study may be combined with the community meeting.

4. Meeting Summary.

The applicant shall provide a summary of the meeting at the time of submission of the application. Other attendees of the community meeting may also submit a summary of the meeting issues to the decision-maker. The meeting summary shall consist of the following:

- a. A digital recording of the meeting proceedings; and
- b. List of attendees; and
- c. A copy of the notice of community meeting; and
- d. Affidavits of posting/ mailing the notice.

C. General Requirements.

Applications shall include the following:

1. Predevelopment meeting summary, if required under subsection (A).
2. Filing fees as required under [chapter 8.02 SMC](#).
3. Application documents supplied by the City, including but not limited to:



- a. General application form;
  - b. Supplemental application form;
  - c. Environmental checklist, if required under [chapter 17E.050 SMC](#);
4. A site plan drawn to scale showing:
  - a. Property dimensions;
  - b. location and dimensions of all existing and proposed physical improvements;
  - c. location and type of landscaping;
  - d. walkways and pedestrian areas;
  - e. off-street parking areas and access drives;
  - f. refuse facilities; and
  - g. significant natural features, such as slopes, trees, rock outcrops, and critical areas.
5. Required copies of documents, plans, or maps (as set forth in the application checklist).
6. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested.
7. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application.
8. Additional application information as requested by the permitting department, which may include, but is not limited to, the following:
  - a. geotechnical studies;
  - b. hydrologic studies;

- c. critical area studies;
- d. noise studies;
- e. air quality studies;
- f. visual analysis; and
- g. transportation impact studies.

#### D. Additional Requirements

The following Type II and III applications shall meet these requirements in addition to the provisions of subsection (B) of this section:

1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.
  - a. Name, address, and phone number of the applicant. The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.
  - b. Name, address, and phone number of the applicant's representative if other than the applicant.
  - c. Name, address, and phone number of the property owner, if other than the applicant.
  - d. Location of the property. This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.
  - e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.
  - f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.
  - g. General description of the property as it now exists, including its physical characteristics and improvements and structures.

- h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.
- i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:
  - i. the boundary of the parcels(s) of land upon which the development is proposed;
  - ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;
  - iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
  - iv. a delineation of all wetland areas that will be altered or used as a part of the development;
  - v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;

- vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to [SMC 17E.060.240](#), Shoreline Vegetation Inventory;
- vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;
- viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;
- ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;
- x. quantity, composition and destination of any excavated or dredged material;
- xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;
- xii. where applicable, a depiction of the impacts to views from existing residential uses;
- xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.

## 2. Certificate of Compliance.

- a. Site plan is to be prepared by a licensed surveyor; and
- b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.

## 3. Plans-in-lieu of Compliance.

- a. Alternative development plan designed in conformance with the applicable development regulations; and
  - b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.
4. Preliminary Plat, Short Plat, and Binding Site Plan. As provided in [chapter 17G.080 SMC](#).
5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with Title 17C SMC including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.
6. Skywalk.
  - a. A legal description of airspace to be occupied.
  - b. Architectural and engineering plans.
  - c. Artist's rendering of the proposed skywalk; and
  - d. Written narrative of the access for the public from the street, other buildings, and other skywalks.
  - e. Acceptance of the final design review recommendations.
  - f. Location and design of all wayfinding signage to be placed to ensure public access.
7. Floodplain – Floodplain Development Permit and Variance.

As provided in [chapter 17E.030 SMC](#).

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024



ORD C36459 Section 35

## Title 17G Administration and Procedures

### Chapter 17G.061 Land Use Application Procedures

#### A. Determination of Completeness.

Within twenty-eight days of receiving a project permit application, the department shall determine if the application is technically complete (RCW 36.70B.070) as outlined on the project permit application. Additional information or studies may be required, or project modifications may be undertaken subsequent to the technical review of the application by the City.

1. The number of days is measured by counting every calendar day.

2. If a written determination to the contrary is not provided by the 29<sup>th</sup> day, the application shall be deemed technically complete. However, this does not prevent the City from requesting additional information or studies after the application is deemed technically complete.

#### B. Procedures for Determination of Completeness.

The following steps outline the process for the department to determine that an application is complete.

##### 1. Counter Complete.

The department shall conduct a preliminary, immediate review to determine if the application filed with the City contains the documents and information required by SMC 17G.061.110. If the department determines the application does not contain the required documents and information, the application including fees shall be returned to the applicant.

##### 2. Component Screening.

If the application appears to contain required documents, the department shall accept the application and within seven days, conduct a detailed review and determine if any additional information is necessary to process the application. If the department determines the application is missing required components, or is inadequate in other ways, ~~the application including any fees shall be returned to~~

~~the applicant. the applicant shall be sent a written determination outlining the necessary components that are needed to make the application counter complete.~~

~~a. If the department issues a second request for corrections or information, staff may schedule a meeting to meet with the applicant to attempt to resolve the outstanding issues. The meeting must be scheduled within 14 days of the second request.~~

~~b. If a meeting does not resolve the issues and the department proceeds with a third request for additional information or corrections, the application must be approved or denied upon receiving the additional information or corrections.~~

### 3. Review by Interested Agencies.

If the application, after the detailed review, is found to contain the required components and supporting documents, the application and supporting documents shall be forwarded to (i) interested City departments, (ii) agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application, and (iii) the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the project is located and to any neighborhood council whose geographic boundaries are located within a 600-foot radius of the project, at the address for such departments, agencies, and neighborhood council designee(s) on file with the department, for review to ensure compliance with state laws, ordinances and concurrency requirements. Interested departments, agencies, and the neighborhood council shall be given fourteen days to provide comments on a permit application. All written comments will be forwarded to the applicant at the end of the fourteen day comment period. Comments submitted after the fourteen day comment period will be forwarded to the applicant, subject to RCW 36.70B.070.

~~a. If review agencies require additional information to continue processing the application, the applicant shall be notified in writing.~~

~~b. Required information must be provided within sixty days from the notification by the department. The applicant may submit a written request for additional time to the director; any time extensions shall be in writing. If the information is not received within the sixty days (or as otherwise agreed to), the application and a portion of the fees shall be returned to the applicant, pursuant to chapter 8.02 SMC.~~

~~c. Within fourteen days of the submission of the additional information identified by the review agency, the department shall notify the applicant whether the studies are adequate or what additional information is necessary.~~

~~d. If the neighborhood council submits written comments on an application, the department shall provide a written response to the chairperson, with copy to the applicant, no later than the date on which the application is certified complete pursuant to paragraph D herein below.~~

4. a. Application Certified Complete. Certification.

~~Within seven days of the expiration of the interested agency comment period, ((if no additional information was required, or the information required under subsection (3) is acceptable,)) the department shall provide a written determination stating either that the application is technically complete or that the application is technically incomplete. ((certify the application complete. Applications requiring review by the hearing examiner are forwarded to the hearing examiner upon being certified as complete.))~~

~~((a-))~~ i. If review agencies require additional information to continue processing the application, the applicant shall be notified in writing.

~~((b-))~~ ii. Required information must be provided within sixty days from the notification by the department. The applicant may submit a written request for additional time to the director; any time extensions shall be in writing. If the information is not received within the sixty days (or as otherwise agreed to), the application and a portion of the fees shall be returned to the applicant, pursuant to chapter 8.02 SMC.

~~((c-))~~ iii. Within fourteen days of the submission of the additional information identified by the review agency, the department shall notify the applicant whether the studies are adequate or what additional information is necessary.

~~((d-))~~ iv. If the neighborhood council submits written comments on an application, the department shall provide a written response to the chairperson, with copy to the applicant, no later than the date on which the application is certified complete pursuant to paragraph D herein below.

4. Technically Complete Application

1. Within seven days of the expiration of the interested agency comment period, if no additional information was required, or the information required under subsection (3) is acceptable, the department shall provide a written determination stating either that the application is certified as technically complete or still technically incomplete.

5. Notice of Application.

Within fourteen days of the issuance of a determination of a complete application, a notice of application shall be provided for Type I, II and III project permit applications in accordance with this section (RCW 36.70B.110.2), except that notice of application is not required for short subdivision applications involving minor engineering review as defined in SMC 17G.080.040(C)(2). The notice of application shall follow the public notice requirements contained in SMC 17G.061.210. The notice of application may be combined with the notice of public hearing, if a hearing has been scheduled by notice of application. The date, time, place and type of hearing, SEPA determination and SEPA appeal deadline (using the optional DNS process) are required to be added to the notice of application if this provision is used (RCW 36.70B.110(2)(f)).

#### 6. Vesting.

Applications shall be considered vested at the time the application is ~~((certified))~~ complete and all fees have been paid, the vesting date shall be the date of application submission. If the application is not complete when filed or information is not timely provided as set forth in subsection (2) or (3), the application shall not be considered complete for purposes of vesting or other statutory compliance dates.

##### a. Expiration of Vested applications

1. Vested applications remain in effect unless no action is taken to complete the project and the date of expiration is reached. A list of permit expiration dates can be found in [Table 17G.061.010-1](#).

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ORD C36459 Section 35



Title 17G Administration and Procedures

Chapter 17G.061 Land Use Application Procedures

Section 17G.061.130 Application Time Limits

A. A decision on permit applications subject to this chapter shall ~~((be made within one hundred twenty days of submission of a complete application as set forth in SMC 17G.061.130.))~~ not exceed the following for each type of permit (RCW 36.70B.080:

1. 65 days for permits which do not require public notice.
2. 100 days for permits which require public notice, and
3. 170 days for permits which require public notice and a public hearing.
4. The number of days is measured by counting every calendar day.
5. A summary of the application types and requirements can be found in Table 17G.061.010.

B. ~~((The following shall be excluded when calculating this time period:))~~ The number of days an application is in review with the City shall be calculated from the day the application is deemed technically complete as determined under RCW 36.70B.070 to date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods:

1. Any period during which the applicant has been requested by the department to correct plans, perform required studies, or provide additional required information due to the applicant's inaccurate or insufficient information and the day when additional information is submitted by the applicant.
2. Any period during which an environmental impact statement is being prepared.
3. Any period for administrative appeals of land use permits.
4. ~~((Any extension for any reasonable period mutually agreed upon in writing between the applicant and the department (RCW 36.70B.080(1)).))~~ Time periods may be extended for 30 days in the following cases:

a. If the applicant informs the City in writing that the applicant would like to suspend the review of the project for more than 60 days; or

b. If the applicant is not responsive for more than 60 consecutive days after the additional information has been requested to further process the application.

5. If the permit requires approval of a new fully contained community as provided in RCW 36.70A.350, or a master planned resort as provided in RCW 36.70A.360, or the siting of an essential public facility as provided in RCW 36.70A.200.

6. The time periods shall start over if an applicant proposes a substantial modification to an application as described in Section 17G.061.150 Modification of Applications and Permits.

7. Annual amendments to the comprehensive plan are not subject to the requirements of this section.

C. The City may, by adoption of an ordinance or resolution, modify the time periods to add permit types, change permit names or types in each category, address how consolidated review time frames may be different than permits submitted individually and address how projects of a certain size or type may be differentiated as provided for in RCW 36.70B.140.

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ORD C36459 Section 35

## Title 17G Administration and Procedures

### Chapter 17G.061 Land Use Application Procedures

#### Section 17G.061.150 Modification of Applications and Permits

##### A. Modification of Complete Application.

1. Proposed modifications to an application, which the department has previously found to be complete, will be treated as follows:
  - a. Minor ((M)) modifications proposed by the department to an application shall not be considered a new application.
  - b. If the applicant proposes substantial modifications to an application, as determined by the department, the application may be considered a new application. The new application shall conform to the requirements of all statutes and ordinances in effect at the time the new application is submitted. A substantial modification may include but is not limited to the following:
    - i. change in use;
    - ii. increase in density;
    - iii. increase in site area; or
    - iv. changes that increase or significantly modify the traffic pattern for the proposed development.

##### B. Limitations on Refiling of Application.

1. Applications for a land use permit pursuant to Title 17 SMC on a specific site shall not be accepted if a similar permit has been denied on the site within the twelve months prior to the date of submittal of the application. The date of denial shall be considered the date the decision was made on an appeal, if an appeal was filed or the date of the original decision if no appeal was filed.
2. The twelve-month time period may be waived or modified if the director finds that special circumstances warrant earlier reapplication. The director shall consider the following in determining whether an application for permit is similar to, or substantially the same as, a previously denied application:

- a. An application for a permit shall be deemed similar if the proposed use of the property is the same, or substantially the same, as that which was considered and disallowed in the earlier decision.
- b. An application for a permit shall be deemed similar if the proposed application form and site plan (i.e., building layout, lot configuration, dimensions) are the same, or substantially the same, as that which was considered and disallowed in the earlier decision; and
- c. An application for a variance, exception, or waiver shall be deemed similar if the special circumstances which the applicant alleges as a basis for the request are the same, or substantially the same, as those considered and rejected in the earlier decision. In every instance, the burden of proving that an application is not similar shall be upon the applicant.

#### C. Modifications or Revisions to Shoreline Permits.

1. A permit revision is required whenever the applicant proposes substantive changes to the design, terms, or conditions of a project from that which is approved in the permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, the shoreline master program and/or the policies and provisions of chapter 90.58 RCW.
2. Changes which are not substantive in effect do not require approval of a revision. When an applicant seeks to revise a permit, the director shall request from the applicant detailed plans and text describing the proposed changes in the permit.
3. If the director determines that the proposed changes are within the scope and intent of the original permit as defined in WAC 173-27-100(2) and are consistent with the shoreline master program and the Shoreline Management Act, the director may approve a revision.
4. If the proposed changes are not within the scope and intent of the original permit, the applicant shall apply for a new permit in the manner provided for in this chapter.
5. Revisions to permits may be authorized after original permit authorization has expired under RCW 90.58.143. The purpose of such revisions shall be limited to authorization of changes which are consistent with WAC 173-27 and which would not require a permit for the development or change proposed under the terms of the Shoreline Management Act, this section and the shoreline master program. If the proposed change constitutes substantial

development then a new permit is required. This shall not be used to extend the time requirements or to authorize substantial development beyond the time limits of the original permit.

6. If the sum of the revision and any previously approved revisions under former WAC 173-14-064 or WAC 173-27-100 violate the provisions that they are “within the scope and intent of the original permit,” the director shall require that the applicant apply for a new permit.
7. The revision approval, including the revised site plans and text consistent with the provisions of WAC 173-27-180 as necessary to clearly indicate the authorized changes, and the final ruling on consistency with this section shall be filed with the department of ecology. In addition, the director shall notify parties of record of their action.
8. If the revision to the original permit was a conditional use or variance, which was conditioned by the department of ecology, the director shall submit the revision to the department of ecology for its approval, approval with conditions, or denial, indicating that the revision is being submitted under the requirements of this section. Ecology shall render and transmit to the City and the applicant its final decision within fifteen days of the date of the department of ecology’s receipt of the submittal from the director. The director shall notify parties of record of the department of ecology’s final decision.
9. The revised permit is effective immediately upon final decision by the director, or when reviewed by the department of ecology, pursuant to subsection (7), then upon final action by the department of ecology.
10. Appeals shall be in accordance with RCW 90.58.180 and shall be filed with the shorelines hearings board within twenty-one days from the date of receipt of the revision approved by the director, or when appropriate under subsection (7), the date ecology’s final decision is transmitted to the City and the applicant. Appeals shall be based only upon contentions of noncompliance with the provisions of subsection (2). Construction undertaken pursuant to that portion of a revised permit not authorized under the original permit is at the applicant’s own risk until the expiration of the appeals deadline. If an appeal is successful in proving that a revision is not within the scope and intent of the original permit, the decision shall have no bearing on the original permit.

#### D. Modification to a Building Permit Subject to a Type II or III Approval.

In issuing building permits for construction under an approved site plan, the building official may, with concurrence of the Planning Director , permit minor adjustments of the location and/or dimensions of buildings, parking areas, and roadways as long



as such adjustments do not change any points of ingress or egress to the site unless approved by the director of engineering services, change any perimeter setbacks, or exceed the density authorized in the permit. No modification of an approved application may be considered approved unless specifically provided in writing.

1. The Planning Director may, without public notice, modify an approved site plan, if all the following criteria are met:
  - a. The use will remain the same.
  - b. The total site coverage or total area covered by buildings will not increase.
  - c. The use will continue to comply with all conditions of approval imposed by the original decision.
  - d. The use will comply with all of the requirements of the land use regulations applicable to it and the property on which it is or will be located.
2. Any modification of an approved site plan not consistent with the standards of subsection (B)(1) of this section may be approved only pursuant to the procedures for granting the original Type II or III approval.

#### E. Modification of Shoreline Permit.

1. Recision and Remanding of Shoreline Permit.
  - a. After providing notice to the permittee and the public and also holding a public meeting, the Planning Director may rescind or suspend a permit if any of the conditions in RCW 90.58.140(8) exist.
  - b. Under the conditions listed in RCW 90.58.180, shoreline permits may be remanded back to the City by the Shorelines Hearings Board.
2. Other Modification of Shoreline Permit.
  - a. A permit revision is required whenever the applicant proposes substantive changes to the design, terms, or conditions of a project from that which is approved in the permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, the shoreline master program and/or the policies and provisions of chapter 90.58 RCW.

- b. Changes which are not substantive in effect do not require approval of a revision. When an applicant seeks to revise a permit, the director shall request from the applicant detailed plans and text describing the proposed changes in the permit.
- c. If the director determines that the proposed changes are within the scope and intent of the original permit as defined in WAC 173-27-100(2) and are consistent with the shoreline master program and the Shoreline Management Act, the director may approve a revision.
- d. If the proposed changes are not within the scope and intent of the original permit, the applicant shall apply for a new permit in the manner provided for in this chapter.
- e. Revisions to permits may be authorized after original permit authorization has expired under RCW 90.58.143. The purpose of such revisions shall be limited to authorization of changes which are consistent with WAC 173-27 and which would not require a permit for the development or change proposed under the terms of the Shoreline Management Act, this section and the shoreline master program. If the proposed change constitutes substantial development then a new permit is required. This shall not be used to extend the time requirements or to authorize substantial development beyond the time limits of the original permit.
- f. If the sum of the revision and any previously approved revisions under former WAC 173-14-064 or WAC 173-27-100 violate the provisions that they are "within the scope and intent of the original permit," the director shall require that the applicant apply for a new permit.
- g. The revision approval, including the revised site plans and text consistent with the provisions of WAC 173-27-180 as necessary to clearly indicate the authorized changes, and the final ruling on consistency with this section shall be filed with the department of ecology. In addition, the director shall notify parties of record of their action.
- h. If the revision to the original permit was a conditional use or variance, which was conditioned by the department of ecology, the director shall submit the revision to the department of ecology for its approval, approval with conditions, or denial, indicating that the revision is being submitted under the requirements of this section. Ecology shall render and transmit to the City and the applicant its final decision within fifteen days of the date of the department of ecology's receipt of the submittal from the director. The director shall notify parties of record of the department of ecology's final decision.

- i. The revised permit is effective immediately upon final decision by the director, or when reviewed by the department of ecology, pursuant to subsection (7), then upon final action by the department of ecology.
  
- j. Appeals shall be in accordance with RCW 90.58.180 and shall be filed with the shorelines hearings board within twenty-one days from the date of receipt of the revision approved by the director, or when appropriate under subsection (7), the date ecology's final decision is transmitted to the City and the applicant. Appeals shall be based only upon contentions of noncompliance with the provisions of subsection (2). Construction undertaken pursuant to that portion of a revised permit not authorized under the original permit is at the applicant's own risk until the expiration of the appeals deadline. If an appeal is successful in proving that a revision is not within the scope and intent of the original permit, the decision shall have no bearing on the original permit.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 35

## Title 17G Administration and Procedures

### Chapter 17G.080 Subdivisions

#### Section 17G.080.040 Short Subdivisions

##### A. Predevelopment Meeting

A predevelopment meeting (~~((is required if the proposal is located in the central business district, unless waived by the director, and))~~) is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

##### B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:
  - a. The general application.
  - b. The supplemental application.
  - c. The environmental checklist, if required under [chapter 17E.050 SMC](#).
  - d. Title report no older than thirty days from issuance from the title company.
  - e. The filing fees as required under [chapter 8.02 SMC](#).
  - f. The required number of documents, plans or maps drawn to a minimum scale of one-inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.

- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address, and phone number.
- d. Legal description.
- e. Section, township, and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots, proposed density, and number of housing units.



- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, along with the following information:
  - i. the numbers proposed to be assigned each lot and block;
  - ii. the dimensions, square footage, and acreage of all proposed lots and tracts; and
  - iii. for residential lots zoned R1 or R2, the proposed Middle Housing types, included single-unit detached houses, and total number of proposed units on all proposed lots.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts,

bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.

- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters [17E.020](#), [17E.030](#), [17E.070](#) and [17G.030 SMC](#).
- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

### C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in chapter 17G.061 SMC for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in SMC 17G.06210 and public comment period under SMC 17G.061.220.
2. Minor Engineering Review.
  - a. A preliminary short plat application may qualify for a Minor Engineering Review if it meets all of the following conditions:
    - i. The application is categorically exempt from chapter 43.21C RCW (SEPA);
    - ii. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
    - iii. No extensions of public water, sewer, or other utility services will be needed;

- iv. No public easements for water, sewer, or other utility service exists on the lot;
  - v. The lot is not situated in a Special Drainage District as defined in [SMC 17D.060.130](#); and
  - vi. Public utility mains do not exist on the lot.
- b. The City Engineer is authorized to waive conditions ii through vi of the subsection (a) if the application substantially meets the intent of the Minor Engineering Review.

#### D. Public Notice And Public Comment.

All public notice of the application and opportunities for public comment shall be given in accordance with the procedures set forth in [chapter 17G.061 SMC](#) for a Type II application.

##### 1. Exceptions.

- a. A short plat that meets the requirements of Minor Engineering Review as provided in subsection (C)(2) of this section shall not require a notice of application.
- b. A short plat that is categorically exempt from SEPA and results in four or fewer lots shall not require a posted or signed notice of application.

#### E. Preliminary Short Plat Approval Criteria.

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in [chapter 17G.061 SMC](#). The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in [chapters 17F.050](#) and [17G.061 SMC](#).

#### F. Final Short Plat Review Procedure

- 1. The subdivider shall submit to the director for review the following:

- a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
  - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
  - c. Covenants, conditions and restrictions, if applicable; and
  - d. Fees pursuant to [chapter 8.02 SMC](#).
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
  - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
    - b. A cover letter addressing the corrections, additions or modifications required.
    - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
    - d. The required number of copies of the corrected final short plat map.
3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the

appropriate number of mylar and bond copies of the recorded short plat with the director.

#### G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

1. A final short plat shall contain all the information required of the preliminary plat, except the following:

- a. Show existing buildings.
- b. Show existing utility lines and underground structures.
- c. Show the topographical elevations; or
- d. Contain the names and addresses of adjoining landowners.

2. The final short plat shall include the following:

a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, \_\_\_\_\_ registered land surveyor, hereby certify the plat of \_\_\_\_\_, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed \_\_\_\_\_(Seal)"

b. A certification by the city treasurer, as applicable:

- i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



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City of Spokane Treasurer”

- ii. “I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

City of Spokane Treasurer”

- iii. “A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner’s to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

City of Spokane Treasurer”

- c. The certification by the planning director, as follows:

“This plat has been reviewed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner’s/Planning Director’s approval of the preliminary plat # - -PP/SP.

---

City of Spokane Planning Director”

- d. The certification by the city engineer, as follows:

“Approved as to compliance with the survey data, the design of public works and provisions made for constructing the

improvements and permanent control monuments this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Engineer”

e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date  
of this certification, is not subject to any outstanding fees or  
assessments. Examined and approved \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_

Spokane County Treasurer”

f. The certification by the Spokane county auditor on each page  
of the final short plat including the time, date, book and page  
number of the recording of the final mylar.

g. Signature of every owner certifying that:

- i. the plat is made with the free consent and in accordance  
with the desires of the owners of the land;
- ii. the plat is made with the free consent and in accordance  
with the desires of the owners of the land;
- iii. the owners are the owners of the property and the only  
parties having interest in the land and is not encumbered  
by any delinquent taxes or assessments;
- iv. the owners adopt the plan of lots, blocks and streets  
shown;
- v. owner dedicates to the City and the City’s permittees the  
easements shown for utilities and cable television  
purposes;
- vi. owner dedicates to the City the streets, alleys and other  
public places, including slope and construction easements

and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and

vii. owner conveys to the City as general City property the buffer strips adjoining unplatted property.

h. The drawing shall:

- i. be a legibly drawn, printed or reproduced permanent map;
- ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
- iii. have margins that comply with the standards of the Spokane county auditor;
- iv. show in dashed lines the existing plat being replatted, if applicable;
- v. show monuments in accordance with [SMC 17G.080.020\(H\)\(1\)](#);
- vi. include any other information required by the conditions of approval; and
- vii. include any special statements of approval required from governmental agencies, including those pertaining to flood hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with [SMC 17G.080.050](#).

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 42

## Title 17G Administration and Procedures

### Chapter 17G.080 Subdivisions

#### Section 17G.080.060 Binding Site Plan

##### A. Purpose.

The purpose of this section is to allow for the more flexible creation of lots within an overall development site plan.

##### B. Predevelopment Meeting.

A predevelopment meeting is recommended (~~required~~) if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

##### C. Preliminary Binding Site Plan Application and Map Requirements.

1. A binding site plan may be used for divisions of land in all zones. Applications for approval of a preliminary binding site plan shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall be same in form and contents as a short plat as provided in [SMC 17G.080.040\(B\)\(1\)](#).
2. Contents of Preliminary Binding Site Plan.

The preliminary binding site plan shall be prepared by a land surveyor and shall be the same in form and content as a short plat as provided in [SMC 17G.080.040\(B\)\(2\)](#) with the following additions:

- a. Proposed building footprints;
- b. Proposed street accesses;



- c. Proposed parking and internal vehicle circulation;
- d. Proposed pedestrian pathways;
- e. Proposed landscaped areas; and
- f. Proposed stormwater facilities.

#### D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in [chapter 17C.061 SMC](#) for a Type II application.

#### E. Departmental Review of Preliminary Binding Site Plan

The application shall be reviewed in accordance with the procedures set forth in [chapter 17G.061 SMC](#) for a Type II application.

#### F. Preliminary Binding Site Plan Decision Criteria

Prior to approval of the application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the decision criteria set forth in [SMC 17G.080.025](#). The director has the authority to approve or disapprove a proposed preliminary binding site plan under the provisions of this chapter, subject to appeal as provided in [chapter 17G.061 SMC](#).

#### G. Final Binding Site Plan Review Procedure

The final binding site plan procedures shall be the same in form as the short plat review procedure as provided in [SMC 17G.080.040\(G\)](#).

#### H. Final Binding Site Plan Requirements.

The subdivider shall submit to the director a final binding site plan in the same form and with the same content as the preliminary binding site plan, with the following exceptions or additional requirements:

1. A final binding site plan shall contain all the information required of the preliminary plan, except the following:
  - a. Show existing buildings.

- b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.
2. The final binding site plan shall include the signatory statements as provided in [SMC 17G.080.040\(G\)\(2\)](#).

#### I. Filing

Once the final binding site plan has been reviewed, approved and signed by the applicable departments, the applicant shall file the final binding site plan with the county auditor within ten days of final approval. No permits shall be issued for a proposed lot until the required conformed copies of the binding site plan have been submitted to the department.

#### J. Creation of Additional Lots in Final Binding Site Plan

A survey may be filed following the recording of a final binding site plan to create additional lots within the boundaries of the final binding site plan, consistent with the preliminary binding site plan approval, conditions and expiration provisions ([SMC 17G.080.020\(C\)](#)). The survey shall be reviewed and approved by the director pursuant to subsections (F) and (G) of this section. In addition, the survey shall conform to the following:

1. Title shall state: "Amendment to BSP- \_\_\_\_ - \_\_\_\_."
2. The binding site plan file number shall be referenced.
3. A distinct wide boundary line shall delineate the boundary of the lot(s) being created. The boundary of the binding site plan shall be indicated and any lot(s) that have been created by filing of the final binding site plan and/or record of survey.
4. Each lot shall be numbered consecutively, and the size of each lot shall be indicated on the survey; and
5. A revision block listing all previously recorded surveys and the date of recording.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 44

## EXHIBIT C – RELATED COMPREHENSIVE PLAN GOALS AND POLICIES

### **Goal ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE**

Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.

#### **Policy ED 7.6 Development Standards and Permitting Process**

*Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals*

## EXHIBIT D – FINDINGS AND CONCLUSIONS





**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 10/14/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/9/2024

**Clerk's File #**

ORD C36597

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Bid #**

**Contact Name/Phone**

MELISSA 625-6009

**Requisition #**

**Contact E-Mail**

MMORRISON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE PDILLON LNAVARRETE

**Agenda Item Name**

ALTERING COUNCIL MEMBERSHIP ON CHHS BOARD

**Agenda Wording**

Ordinance revising council members'and Spokane County Membership on CHHS Board to non-voting status.

**Summary (Background)**

Section 04.34A.030 SMC provides that the CHHS Board shall include two City Council members and one representative of Spokane County, all three of whom are voting members of the board. The City Council has been advised that, given that the City Council typically has final authority to decide on grant, awards and funding recommendations from the CHHS board, having voting council members creates an inherent conflict of interest. The ordinance converts their membership to non-voting status.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ NA

Current Year Cost \$ NA

Subsequent Year(s) Cost \$ NA

**Narrative**

No fiscal impact

**Amount**

**Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Committee Briefing Paper

### Urban Experience Committee

<b>Committee Date</b>	10/14/24
<b>Submitting Department</b>	Community, Housing and Human Services
<b>Contact Name</b>	Melissa Morrison
<b>Contact Email &amp; Phone</b>	625-6009 /mmorrison@spokanecity.org
<b>Council Sponsor(s)</b>	Dillon, Navarrete, Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Ordinance Modifying Council Liaisons to CHHS Board
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>SMC Chapter 04.34A, enacted in 2018, established the City’s Community, Housing and Human Services Board. The Board advises the City administration, the Mayor, and the City Council regarding community development, housing, and human services programs. Composition of the board, as originally established, included two council members as voting board members as well as a representative of Spokane County, the latter nominated by the Mayor and approved by the City Council.</p> <p>This ordinance amends the existing code to provide that city council members are non-voting members of the CHHS board, and amends the existing code so that the Spokane County representative is also non-voting and is designated by the County. The change is recommended to avoid conflicts of interest for city council members, who often must vote on recommendations coming from the CHHS board.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: N/A Subsequent year(s) cost: N/A  <b>Narrative: No identifiable cost to City operations</b>  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) <b>None</b>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	

- What impacts would the proposal have on historically excluded communities?

**None. Council participation in the CHHS board will continue.**

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**Not applicable.**

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

**Not applicable**

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

**This proposal ensures no inherent or actual conflicts of interest by having City Council members vote on CHHS proposals.**

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**Not applicable**

## **ORDINANCE NO. C36597**

An ordinance relating to council membership on the Community Housing and Human Services Board, and amending Section 04.34A.030 of the Spokane Municipal Code.

**WHEREAS**, the Community Housing and Human Services Board (CHHS) was formed in 2012 to act in an advisory role to City administration, the Mayor and City Council regarding community development, housing and human services programs; and

**WHEREAS**, Section 04.34A.030 SMC provides that composition of the CHHS Board shall include two “representatives from the City Council selected by the City Council” and one representative of Spokane County, all three of whom are designated voting members of the board; and

**WHEREAS**, the City Council has been advised that, given that the City Council typically has final authority to decide on grant, awards and funding recommendations from the CHHS board, having voting council members on the CHHS Board creates an inherent conflict for such council members; and

**WHEREAS**, the current voting designation for the county representative is likely a carryover provision from an era when there was no separate Continuum of Care Board for HUD programs; and

**WHEREAS**, City Council desires to maintain council presence on the CHHS board but remove any possible conflicts of interest for such council members, and therefore wishes to convert those positions to non-voting liaison positions and to convert the related county representative to a non-voting liaison position.

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

**Section 1.** That Section 04.34A.030 of the Spokane Municipal Code be amended to read as follows:

### **Section 04.34A.030 Membership**

- A. Appointees to the Board shall serve three (3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment.
- B. City residence is not a requirement for board membership due to the regional nature of some of the duties and responsibilities of the Board.



- C. The Board will consist of twelve (12) members, nominated by the Mayor and appointed by the City Council. At least one (1) member of the Board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs, or an active duty military member based at Fairchild Air Force Base. In addition, (1) member shall be a liaison from the Community Assembly nominated by the Community Assembly to the Mayor according to the process determined by the Community Assembly and appointed by the City Council.
- D. In addition to the twelve (12) positions, the board will include:
1. two (2) (~~voting representatives~~) non-voting liaisons from the City Council selected by the City Council, appointed or reappointed for one (1) year terms;
  2. one (1) (~~voting~~) non-voting elected official or policy-level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners (~~(then nominated by the Mayor and appointed by City Council, appointed or reappointed for one (1) year terms)~~).
- E. Members of the Board and Board committees shall include relevant representation in compliance with HUD and Washington State Department of Commerce requirements.
- F. Board members shall serve without compensation.
- G. Board members will meet conflict of interest requirements. Committee members may be required to meet conflict of interest requirements.
- H. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 09/23/2024

**Committee Agenda type:** Consent

**Date Rec'd**

9/9/2024

**Clerk's File #**

ORD C36598

**Cross Ref #**

**Project #**

**Council Meeting Date:** 10/28/2024

**Submitting Dept**

FINANCE, TREASURY & ADMIN

**Bid #**

**Contact Name/Phone**

JESSICA 625-6585

**Requisition #**

**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

**Agenda Item Name**

0410 - 2025 CAPITAL IMPROVEMENT PROGRAM (CIP) ORDINANCE

**Agenda Wording**

An update on the CIP will be delivered to the City Council on October 24, 2024. A Plan Commission workshop will be held on September 25, 2024 and the Plan Commission hearing will be held on October 9, 2024.

**Summary (Background)**

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must annually update and adopt a Citywide Six Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the CIP are incorporated into the 2025-2026 Biennium Budget.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	September 23, 2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> 509-954-9217
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: min
<b>Agenda Item Name</b>	2025 Capital Improvement Program (CIP) Ordinance
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p><u>Background</u></p> <p>In accordance with the State Growth Management Act and the City of Spokane’s Spokane Municipal Code Chapter 07.17, the City must annually update and adopt a Citywide Six Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the CIP are incorporated into the 2025-2026 Biennium Budget.</p> <p>An update on the CIP will be delivered to the City Council on October 24, 2024. A Plan Commission workshop will be held on September 25, 2024 and the Plan Commission hearing will be held on October 9, 2024.</p> <p>The first reading of the CIP ordinance will be on October 28, 2024 with the final reading and adoption on November 4, 2024.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? – N/A</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A</li> </ul>



- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – N/A

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A

## ORDINANCE NO. C36598

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2025 THROUGH 2030. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act (“GMA”), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan (“CFP”) that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Improvement Program Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2025 through 2030) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the “Six-Year Citywide Capital Improvement Program” or “CIP”); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 24, 2024 by Council Resolution 2024-0060, and that program is incorporated into the CIP; and

WHEREAS, GMA 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 amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 24, 2024, the City’s responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 25, 2024; and

WHEREAS, after providing appropriate public notices, on October 9, 2024, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2025-2030), as set forth in the attached Citywide Capital Improvement Program (2025-2030).

A. Any vehicle procurement must comply with Spokane Municipal Code 07.06.175A regarding the procurement of clean fuel vehicles.

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2025-2030).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_.

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

Attest:

Approved as to Form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date