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 April 22, 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 April 22, 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: 248 326 56280; 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, April 19, 2024, and ending at 6:00 p.m. on Monday, April 22, 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 April 22, 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 withing 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. 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.

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.[1]

[1] https://my.spokanecity.org/citycouncil/members/

THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 22, 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 PAUL DILLON
COUNCIL MEMBER LILI NAVARRETE
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for April 22, 2024:

User Name: **COS Guest**
Password: **K8vCr44y**

Please note the space in user name.
Both user name and password are case sensitive.

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 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)

EXECUTIVE SESSION

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

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)

NO BOARDS AND COMMISSIONS 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	
1. Purchase from Action Target, Inc. (Spokane) of a fixed target turning system and installation for the Spokane Police Department rifle range—$65,509. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)	Approve	OPR 2024-0286
2. Pre-approval to purchase fire hose and related components to equip four new pumper trucks and to replace older hose that is reaching the end of its service life throughout the Spokane Fire Department fleet (due to long lead times)—$450,000. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)	Approve	OPR 2024-0287
3. Contract Renewal 2 of 2 with Control Solutions Northwest, Inc. (Spokane) for HVAC preventative maintenance for the Fire Department and dispatch center from July 1, 2024, through June 30, 2025—$90,000. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)	Approve	OPR 2020-0604
4. Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department's Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft	Approve	OPR 2021-0257

	software licenses, and adding four additional CAD mobile licenses for use by the Spokane Fire Department from May 1, 2024, through April 30, 2025—$99,545.35. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)		
5.	**Forestland Response Agreement with Department of Natural Resources to provide ongoing assistance efforts under the authority of Revised Code of Washington (RCW) 76.04.134 and chapter 39.34 RCW. (Council President Wilkerson and Council Members Dillon and Cathcart)**	**Approve**	**OPR 2024-0288**
6.	**Personal Service Agreement with Galls, LLC, (Lexington, KY) for police uniforms with fitting, repair, and inventory services from April 1, 2024, through March 31, 2027—$75,000 (plus tax, if applicable). (Council Sponsors: Council Members Cathcart, Dillon, and Navarrete)**	**Approve**	**OPR 2024-0289** **RFP 6064-24**
7.	**Agreement Amendment 1 to add HEN FCS PY2024 award to the contract for HEN subrecipient Goodwill Industries of the Inland Northwest and a budget shift from administration to operations—$42,241.92. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)**	**Approve**	**OPR 2019-0649**
8.	**Recommendation to list the American Legion Cenotaph, located at 508 N Government Way, on the Spokane Register of Historic Places. (Council Sponsors: Council Members Bingle, Klitzke, and Zappone)**	**Approve**	**OPR 2024-0290**
9.	**Grant Agreement with Smart Growth America for capacity building to partner with and work alongside impacted community in the 5th Avenue area of the East Central neighborhood—$130,000 revenue. (Relates to Special Budget Ordinance C36511 and Resolution 2024-0039) (Council Sponsors: Council Members Klitzke, Zappone, and Bingle)**	**Approve**	**OPR 2024-0291**
10.	**Consultant Agreement with Berk Consulting, Inc. (Seattle, WA) for climate impact and resiliency planning with comprehensive plan update services – Phase 1, from April 22, 2024, through December 31, 2025—$420,000 (plus tax, if applicable). (Relates to Special Budget Ordinance C36512 and Resolution 2024-0038) (Council Sponsors: Council Members Zappone and Klitzke)**	**Approve**	**OPR 2024-0292**

11. Multiple Family Housing Property Tax Exemption Conditional Agreements with:	**Approve All**	
a. Atlantic Project, LLC, for the future construction/renovation of approximately 95 units at Parcel Numbers 35181.0820 and .0813, commonly known as 1239 & 1234 N. Atlantic Street.		**OPR 2024-0293**
b. Louis & Debbie Barro, for the future construction/renovation of approximately 4 units at Parcel Number 35092.4701, commonly known as 2539 N. Napa Street.		**OPR 2024-0294**
c. Jeffrey Utecht and Daneah Galloway, for the future construction/renovation of approximately 4 units at Parcel Number 35073.3605, commonly known as 717 W. Spofford Avenue.		**OPR 2024-0295**
The Conditional Agreements will ultimately result in the issuances of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)		
12. Low Bid of Wesslen Construction and Development, Inc. (Spokane Valley, WA) for Maple Street Bridge North Bank Erosion Mitigation project–$245,993.10. An administrative reserve of $24,599.31, which is 10% of the contract price, will be set aside. (Peaceful Valley and West Central Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)	**Approve**	**OPR 2024-0296 ENG 2022079**
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 April 12, 2024, total $6,806,615.97, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $6,230,231.89.		**CPR 2024-0002**
b. Payroll claims of previously approved obligations through April 13, 2024: $9,432,675.05.		**CPR 2024-0003**

14.	**City Council Meeting Minutes: April 8, April 11 (ARPA Dot Exercise), and April 11 (Special Meeting), 2024.**	**Approve All**	**CPR 2024-0013**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

ORD C36507 **Accounting and Grants Fund**

1) Decrease appropriation by $85,000.

A) Of the decreased appropriation, $58,000 is removed solely from base wages.

B) Of the decreased appropriation, $27,000 is removed solely from associated various employee benefits.

2) Increase appropriation by $85,000.

A) Of the increased appropriation, $85,000 is provided solely for contractual services.

B) There is no increase in the appropriation level of the Accounting and Grants fund.

(This action arises from the need to provide appropriation authority to fund contractual services for grant research and writing.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

ORD C36508 **Miscellaneous Grants Fund**

1) Decrease appropriation by $34,155.

A) Of the decreased appropriation, $34,155 is removed solely from base wages for the AOC DVITC 2023-2024 grant.

2) Increase appropriation by $34,155.

A) Of the increased appropriation, $34,155 is provided solely for professional services for the AOC DVITC 2023-2024 grant.

(This action arises from the need to provide appropriation authority to professional services to align with OPR 2023-0854.) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

ORD C36509 **General Fund**

1) Increase appropriation by $300,000.

A) Of the increased appropriation, $300,000 is provided solely for election services provided by Spokane County in 2024.

B) This is an increase to the overall appropriation level in the General Fund.

(This action arises from the need to pay Spokane County for election services of ballot measures that were not budgeted for.) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

ORD C36510 **Fire/EMS Fund**

1) Add one classified Social Response Manager position (from 1 to 2) in the CARES program.

2) Add two classified Mental Health Coordinator positions (from 0 to 2) in the CARES program.

3) Add one classified Clerk II position (from 0 to 0.5) in the CARES program.

4) Increase revenue by $500,000.

A) Of the increased revenue, $500,000 is to be provided solely for interfund other general government services in the CARES program.

5) Increase appropriation by $500,000.

A) Of the increased appropriation, $291,200 is to be provided solely for base wages and associated employee benefits in the CARES program.

B) Of the increased appropriation, $78,800 is to be provided solely for operating supplies in the CARES program.

C) Of the increased appropriation, $130,000 is to be provided solely for vehicles in the CARES program.

and

Opioid Response Fund

1) Increase appropriation by $1,000,000.

A) Of the increased appropriation, $291,200 is provided solely to contra salaries and benefits.

B) Of the increased appropriation, $208,800 is provided solely to interfund other professional services.

C) Of the increased appropriation, $500,000 is provided solely to contractual services.

(This action arises from the proposal to expand the SFD CARES program and create a High Utilizer and Complex Care Initiative.) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

ORD C36511 **Miscellaneous Grants Fund**

1) Increase revenue by $130,000.

A) Of the increased revenue, $130,000 is provided solely for grant revenue from Smart Growth America.

2) Increase appropriation by $130,000.

A) Of the increased appropriation, $130,000 is provided solely for contractual services.

(This action arises from the award and acceptance of Smart Growth America's Community Connectors grant.) (Relates to Consent Agenda Item No. 9 and Resolution 2024-0039) (Council Sponsors: Council Members Klitzke, Zappone, and Bingle)

ORD C36512 **Miscellaneous Grants Fund**
1) Increase revenue by $420,000.
A) Of the increased revenue, $420,000 is provided solely for grant revenue from the Department of Commerce.
2) Increase appropriation by $420,000.
A) Of the increased appropriation, $420,000 is provided solely for contractual services.

(This action arises from the award and acceptance of the Dept. of Commerce's climate planning grant.) (Relates to Consent Agenda Item No. 10 and Resolution 2024-0038) (Council Sponsors: Council Members Klitzke and Zappone)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0036 **Approving the 2024 Annual Action Plan component of the 2020-2024 Consolidated Plan for CDBG, HOME, and ESG grant programs and approval to enter into agreement with HUD and awarded organizations. Total anticipated grants revenue: $5,412,056. (Council Sponsors: Council Members Zappone and Klitzke)**

RES 2024-0037 **Establishing the Plan Commission Work Program for 2024/2025. (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)**

Zappone Proposed Amendment:

- **Request motion to amend previous version of Attachment A to Resolution 2024-0037 with an updated amended version filed April 19, 2024, and included in agenda packet under RES 2024-0037.**

RES 2024-0038 **Directing City of Spokane Planning Services to initiate climate planning that implements the requirements of HB 1181 as part of the periodic update by conducting community engagement, analyzing climate impacts, and developing and integrating climate goals and policies to build community resilience and reduce greenhouse gas emissions.**

(Relates to Consent Agenda Item No. 10 and Special Budget Ordinance C36512) (Council Sponsors: Council Members Zappone and Klitzke)

Cathcart Proposed Amendment:

- **Request motion to amend previous version of Resolution 2024-0038 with an updated amended version filed April 19, 2024, and included in agenda packet under RES 2024-0038.**

RES 2024-0039 **To participate in the Smart Growth America Community Connectors Program to build local capacity and reconnect the 5th Avenue community in the East Central Neighborhood, and co-design projects alongside the most impacted communities for repairing the damage of divisive highway infrastructure. (Relates to Consent Agenda Item No. 9 and Special Budget Ordinance C36511) (Council Sponsors: Council Members Klitzke, Zappone, and Bingle)**

RES 2024-0040 **Appointing members to the Housing Action Subcommittee. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)**

Navarrete Proposed Amendment:

- **Request motion to amend previous version of Resolution 2024-0040 with an updated amended version filed April 19, 2024, and included in agenda packet under RES 2024-0040. (Removes name from list of appointments.)**

ORD C36504 **Altering the Lodging Tax Advisory Committee, creating the Lodging Tax Advisory Program; amending sections 04.30.010 and 04.030.020 of the Spokane Municipal Code, and adding a new section to Chapter 04.30 of the Spokane Municipal Code. (Deferred from April 8, 2024, Agenda) (Council Sponsors: Council Members Zappone, Dillon, and Klitzke)**

Zappone Proposed Amendment:

- **Request motion to amend previous version of Final Reading Ordinance C36504 with an updated amended version filed April 19, 2024, and included in agenda packet under ORD C36504.**

FIRST READING ORDINANCES

ORD C36513 **Relating to the fire code, amending section 17F.110.010 of the Spokane Municipal Code. (Adopts the 2021 Wildland Urban Interface Code.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)**

ORD C36514 **Relating to the paper cuts code amendments 2024 project making minor changes to the Unified Development Code that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code, amending Spokane Municipal Code (SMC) sections 04.16.040 Membership, 17A.020.020 B Definitions, 17A.020.080 H Definitions, 17C.120.110 Limited Use Standards, 17C.122.070 Center and Corridor Allowed Uses, 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses, 17C.190.450 Medical Centers, 17C.200.050 Street Tree Requirements, 17D.010.020 Concurrency Test, 17D.010.030 Certificate of Capacity, 17D.075.180 Appendix A – Impact Fee Schedule, 17G.020.040 Amendment Frequency, 17G.061.010 Summary of Land Use Application Procedures, 17G.061.320 Notice of Decision, 17G.070.030 Development Standards, and 17H.010.120 Alleys; and adopting a new section, 17C.190.255 Public Parking Lot, creating a new use category description. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)**

ORD C36515 **Relating to residential rental properties and establishing minimum notice period for residential rent increases, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.160 of the Spokane Municipal Code, and establishing an effective date. (Council Sponsors: Council Members Dillon, Zappone, and Navarrete)**

Wilkerson/Dillon Proposed Amendment:

- **Request motion to amend previous version of First Reading Ordinance C36515 with a proposed update filed April 19, 2024, and included in agenda packet under ORD C36515. (Reduces notice period to 120 days for rent increases equal to or less than 3%, and keeps 180-day notice period for increases over 3%.)**

ORD C36516 **Establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Bingle)**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
The following item was deferred to the April 29, 2024, Agenda, during the April 15, 2024, 3:30 p.m. Briefing Session (ORD C36497):			
~~**H1.**~~	~~**Hearing on Interim Zoning Ordinance C36497, passed by City Council on March 4, 2024, concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**~~	~~**Hold Hearing/ Council Decision**~~	~~**ORD C36497**~~

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.

Motion to Approve Advance Agenda for April 22, 2024
(per Council Rule 2.1.B)

ADJOURNMENT

The April 22, 2024, Regular Legislative Session of the City Council is adjourned to April 29, 2024.

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. 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.

NOTES

CITY OF SPOKANE

Agenda Sheet for City Council:

Committee Meeting Information:

Public Safety | Consent

Meeting Date | Duration: 0 min.

Status: **SUBMITTED TO AGENDA**

Council Meeting Date: 04/22/2024 Briefing date: 04/15/2024

Date Rec'd (Clerk use only)	3/27/2024
Clerk's File #	OPR 2024-0286
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 26196

Submitting Dept*:	POLICE		
Contact Name & Phone*:	JACQUI MACCONNELL	4109	
Contact E-Mail*:	JMACCONNELL@SPOKANEPOLICE		
Add'l Docs Attached? ☑	Purchase w/o Contract		
Council Sponsor(s):	PDILLON	MCATHCART	LNAVARRETE

Agenda Item Name: Begin with Dept #

0680 - SPD TARGET TURNING SYSTEM

Agenda Wording*: (10 character max) ☐ Additional attached?

The Spokane Police Department would like to make a purchase without contract with Action Target, Inc., using GSA Cooperative contract #GS-07F-04824, for the purchase and installation of a Fixed Target turning system for the SPD Rifle range.

Summary (Background)*: (117 character max.) ☐ Additional attached?

The Spokane Police Department would like to make a purchase without contract with Action Target, Inc., Provo, UT using GSA Cooperative contract #GS-07F-04824, for the purchase and installation of a Fixed Target turning system for the SPD Rifle range.

The department previously completed the purchase and installation of new target system on the handgun portion of the firing range.

Approved in current year budget? ◉ Yes ○ No ○ N/A

Total cost: $ 65509.00

Current year cost: $ 65509.00

Subsequent year(s) cost: $

Narrative: (96 character max)

This item was planned and funded in SPD's 2024 capital improvement plan. Funding source: Program Revenue; SIP funded. This is a one-time cost and includes tax.

Lease? Yes ○ No ◉ Grant related? Yes ○ No ◉ Public Works? Yes ○ No ◉

Fiscal Impact		**Budget Account** ☐ Additional attached?	
Expense	$ 65509.00	#	5902-79115-94000-56401-99999
Select	$	#	
Select	$	#	
Select	$	#	

Approvals		**Distribution List** (Emails preferred) ☐ Additional?
Dept Head	MACCONNELL, JACQUI	Vendor Signer (First & Last Name & E-Mail)
Division Director	MCNAB, MICHAEL	dloucks@spokanepolice.org
Accounting Manager	SCHMITT, KEVIN	spdfinance@spokanecity.org

Legal	HARRINGTON, MARGARET	
Executive	PICCOLO, MIKE	
Additional Approvals		
PURCHASING		
Select Dept 2		
Select Dept 3		
Select Dept 4		

Save Cancel View Related Documents

ACTION TARGET PROPOSAL

Spokane Police

GSA Account #GS-07F-04824

Quotation Number: 144501

Prepared by: Scott DeSanti

3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING

(10) Fixed Turning Target Stand with Lights • Reliable and low maintenance Electric Turning Target with on-board lighting • Quiet Turning to prevent shooters from anticipating turning • 360 degree turning capability for shoot/no shoot scenarios • Full length AR500 ballistic shields included • (1) Wireless downrange tablet controls with Touch Screen • (1) Master control tablet with touch screen Installation and Shipping Includes Field Support Installation - Customer to provide (2) skilled workers to assist ATI Foreman on the install. Estimated (5) days. • Assumes forklift access to range • Access to range requires verification • Includes Shipping to destination	$60,100.00
Trusted Partner 3 Year Warranty • Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects. * See below for detail	$0.00
Sales Tax	$5,409.00
Total	**$65,509.00**

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE	1-05-2024
PROPOSAL VALIDITY	30 days from 1-05-2024
PAYMENT TERMS	1. PO with Milestones 2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered. 3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal. 4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.
Steel Pricing Terms	The Parties acknowledge that the Total Contract Price includes an estimated costs for steel to be utilized in the ATI equipment being provided as part of this Agreement. If the actual price for steel at the time ATI orders the steel for this project is less than the amounts estimated in the current Total Contract Price, ATI agrees to adjust the Total Contract Price accordingly and credit Customer the difference. ATI will utilize the “Notice to Proceed” as the time frame to asses the cost of steel for the project, including Industry Indexes and then current quotes from ATI’s steel suppliers.
HVAC Terms	If any changes to scope, design, or layout are requested by the Customer which require a change to be made to the HVAC equipment ordered after the contract execution, customer agrees to pay ATI for any increased costs incurred from such changes. Also, if drawings are not approved by customer within five (5) months of signed contract, customer agrees to pay ATI the difference in HVAC equipment pricing. Current HVAC equipment cost increases estimated to be between 2% and 5% per month. ”
SHIPPING TERMS	1. FOB destination: prepaid. 2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.
DELIVERY & INSTALLATION TERMS	1. Manufacturing shall take no fewer than 14 weeks weeks. 2. Factory Certified Installestimated 5-days.working days. 3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

CUSTOMER RESPONSIBILITIES

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
6. Structural work of any kind, including structural supports, canopies, etc.
7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
9. Temporary lighting and power (including 3 phase, if necessary).
10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
13. Range lighting controls and wiring. (unless specifically called out in quote)
14. Gas, water, and drain piping to the ventilation equipment set by ATI;
15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
16. Additional fees related to "customization" of product or work otherwise identified as "custom".
17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
18. Any other work, materials or equipment that is not expressly included in the ATI Work.
19. Disposal of construction waste.
20. Wash area and restroom facilities.

ACTION TARGET RESPONSIBILITIES	1. Consultation and recommendation of optimal range design. 2. Design of ranges for complete ballistic containment. 3. Procurement, engineering, cutting and painting of ballistic steel plate. 4. Manufacture of targets and control systems. 5. Provision of sound attenuation material as called out on ATI drawings. 6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)
CONFIDENTIALITY COPYRIGHT & REPRODUCTION	This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.
TERMS & CONDITIONS CLAUSE	This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

MEET YOUR ACTION TARGET TEAM

Action Target's approach to projects as such is to form cross-functional teams to ensure a timeliness and accuracy from the bidding phase through delivery and warranty. The primary team responsible for the production, delivery, and installation of your range is as follows:

SCOTT DESANTI, RANGE CONSULTANT - scottd@actiontarget.com

Scott is Action Target's range consultant for the Northwestern United States. He assists the team by evaluating shooting range needs and providing detailed building requirements, range drawings, and precise budgets for range equipment. With 30 years of experience in sales and management, Scott has been a strong asset to Action Target since he joined the company in 2011.

Notable range projects: Altoona PD, Spokane County, Portland PD, Seattle PD, Sioux Falls PD, Council Bluffs PD. Calgary Police, Vancouver Tactical Training Center, Idaho National Lab, Hanford DOE, Washington County Public Safety, RCMP Western Regional Training Center, RCMP Regina Academy, Spokane PD Outdoor Range.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise
The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE

ActionTarget.com/TrustedPartnerWarranty

FIXED TURNING TARGET STAND

VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

360° Turning
Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic
Front deflector is built from 3/8" AR500 steel to protect internal components.

Rugged Clamp
The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

On-Board Lighting
Optional lighting provides red, blue, and white strobes as well as three intensities of white.

Extreme Weather
Functional in both indoor and outdoor conditions including sub-zero temperatures.

Connected
Integrates with our range control software for advanced features and functionality.

ACTION TARGET™

LEARN MORE
ActionTarget.com/Fixed-Turning-Target-Stand

FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance

AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. from scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Acton Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited cutomer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convienence

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store

Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.

Target Backers

We stock a variety of backers to fit any target system.

Steel Targets

We offer a wide variety of innovative steel targets.

Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.

Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.

Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.

HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.

GENERAL SERVICES ADMINISTRATION

FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

SCHEDULE TITLE: Federal Supply **Schedule 084: Total Solutions for Law Enforcement,** Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.

FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services.

CONTRACT NUMBER: GS-07F-0482Y

CONTRACT PERIOD: July 18, 2017 - July 17, 2022

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Action Target Inc.
Product and Sales Contact:
Holly Shumway
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-705-9181
E-Mail: contracting@actiontarget.com

CONTRACTOR'S ADMINISTRATION SOURCE:
Action Target Inc.
Holly Shumway
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-705-9181
E-Mail: contracting@actiontarget.com

BUSINESS SIZE: Small Business Concern

Socioeconomic Indicators: **small business**

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION:

337215 **FIREARMS CARE**
339920 **TARGET SYSTEMS/RANGE ACCESSORIES**

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN DESCRIPTION PRICE

337215 AMP 114 $1.29
339920 IRA 436 $.70

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

337215 max order is $250,000
339920 max order is $250,000

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: **Both domestic and overseas delivery (Worldwide)**

5. POINT(S) OF PRODUCTION: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

6. DISCOUNT FROM LIST PRICES: Basic discount of 3% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: ($100,000 / 0.9925) = $100,755.67

7. QUANTITY DISCOUNT(S): +1% for orders over $900,000

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: 144 DARO

11b. EXPEDITED DELIVERY: Contact the Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: If available, contact the Contractor for rates.

Action Target, Inc. Contract Number GS-07F-0482Y

11d. URGENT REQUIRMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination or a port in the lower 48 states (when shipping to AK, HI, PR or overseas).

13a. ORDERING ADDRESS: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

***15.* WARRANTY PROVISION:** Standard 1 Year Commercial Warranty.

16. EXPORT PACKING CHARGES: *Not applicable*

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level may be inserted by contractor)

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT:

25. DUNS NUMBER: 361158918

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM): Registration valid until March 10, 2022

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	April 8th, 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jamacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillion, Cathcart, and Navarette
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	SPD Target Turning System
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane Police Department would like to make a purchase without contract with Action Target, Inc., using GSA Cooperative contract #GS-07F-04824, for the purchase and installation of a Fixed Target turning system for the SPD Rifle range. The department previously completed the purchase and installation of new target system on the handgun portion of the firing range.

Fiscal Impact

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

Total Cost: $65,509

Current year cost: $65,509

Subsequent year(s) cost: N/A

Narrative: This item was planned and funded in SPD's 2024 capital improvement plan.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? SIP funded

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?

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?

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

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?

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	OPR 2024-0287
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE		
Contact Name/Phone	DAVID	(09)435-7080	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON	MCATHCART	LNAVARRETE
Agenda Item Name	PRE-APPROVAL FOR FIRE HOSE PURCHASE		

Agenda Wording

This purchase is for fire hose to equip four (4) new pumper trucks and replace older hose reaching end of its service life throughout the fleet.

Summary (Background)

This purchase is for all varieties of hose and related components Spokane Fire utilizes in fire suppression activities. Spokane Fire is finalizing the exact specifications and quantities for each type of hose but with lead times approaching 6 months, we are requesting advance approval so the hose can be ordered with minimum delay. In order to obtain the best pricing, hose will be purchased using pre-negotiated Federal or State purchase contracts or via competitive bidding.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 450,000
Current Year Cost	$ 450,000
Subsequent Year(s) Cost	$ 80,000

Narrative

Orders will be a mixture of new hose for new pumpers, paid with American Rescue Plan Act funds, and replacement of existing hose that has reached the end of its useful life, paid with Fire/Emergency Medical Services funds.

Amount		**Budget Account**
Expense	$ 450,0000	# VARIOUS
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	O'BERG, JULIE		
Division Director	O'BERG, JULIE		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

David Stockdill dstockdill@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
SFD Accounting sfdaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Fire
Contact Name	David Stockdill
Contact Email & Phone	dstockdill@spokanecity.org (509) 435-7080
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Pre-Approval for Fire Hose Purchase
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Spokane Fire needs a significant quantity of new fire hose to equip (4) new pumper trucks and to replace older hose that is reaching the end of its service life throughout the fleet. This purchase is for all varieties of hose and related components (nozzles, adapters, connectors etc.) that SFD utilizes in fire suppression activities, for example, large diameter supply hose, attack hose, and wildland hose. SFD is finalizing the exact specifications and quantities for each type of hose but with lead times approaching 6 months, SFD is requesting advance approval so that hose can be ordered with minimum delay. In order to obtain the best pricing, hose will be purchased using pre-negotiated Federal or State purchase contracts or via competitive bidding. SFD is requesting advance approval to purchase this fire hose and related components in an amount not to exceed $450,000.

Fiscal Impact

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

Total Cost: $450,000

Current year cost: $450,000

Subsequent year(s) cost: $80,000

Narrative: In 2022, ORD C36201 authorized the use of ARPA funds towards the purchase and outfitting of 4 new pumper trucks; to include fire hoses. Orders will be a mixture of new hose for new pumpers, paid with ARPA, and replacement of existing hose that has reached the end of its useful life, paid with Fire/EMS funds.

Funding Source ☒ One-time ☒ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Funding will be a combination of authorized ARPA funds and Fire/EMS operating funds.

Expense Occurrence ☒ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) None

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 – this request for approval is for equipment purchase.

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 request for approval is for equipment purchase.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this request for approval is for equipment purchase.
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? Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	OPR 2020-0604
Renews #	
Cross Ref #	

Submitting Dept	FIRE	**Project #**	
Contact Name/Phone	DAVID (509)435-7080	**Bid #**	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG	**Requisition #**	MASTER
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	1970 CONTRACT RENEWAL WITH CONTROL SOLUTIONS NORTHWEST FOR		

Agenda Wording

The original three-year contract with Control Solutions Northwest included two one-year renewals. Spokane Fire would like to renew this contract for the final year, 2024-2025, in the amount of $90,000.

Summary (Background)

A multi-year master contract (OPR 2020-0604, RES 2020-0052) was established in July 2020 with Control Solutions Northwest for monitoring, servicing and repair of heating, ventilation and air conditioning equipment at Dispatch, Fire Training and Fire Maintenance. The original three-year contract included two, one-year renewals. Spokane Fire would like to renew this contract for the final year, 2024-2025, in the amount of $90,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 90,000
Current Year Cost	$ 90,000
Subsequent Year(s) Cost	$ Final renewal of this contract, anticipate $90,000/yr. for the next contract.

Narrative

Programmed in Fire/EMS facilities budget.

Amount		**Budget Account**
Expense	$ 90,000	# VARIOUS
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	O'BERG, JULIE		
Division Director			
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	JONES, GARRETT		

Distribution List

David Stockdill dstockdill@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
SFD Accounting sfd accounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Fire
Contact Name	David Stockdill
Contact Email & Phone	dstockdill@spokanecity.org (509) 435-7080
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Contract renewal with Control Solutions Northwest for HVAC services
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A multi-year master contract (OPR 2020-0604, RES 2020-0052) was established in July 2020 with Control Solutions Northwest for monitoring, servicing and repair of HVAC equipment at Dispatch, SFD Training and SFD Maintenance. The original three-year contract included two, one-year renewals. SFD would like to renew this contract for the final year, 2024-2025 in the amount of $90,000.

Fiscal Impact

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

Total Cost: $90,000

Current year cost: $90,000

Subsequent year(s) cost: Final renewal of this contract, anticipate $90,000/yr. for the next contract.

Narrative: 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 ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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?

N/A – This request is a contract renewal for City facilities.

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- Data collected is related to quality of service.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Invoices are reviewed for accuracy prior to approval.

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 is in alignment with Capital Improvement Plan, FD Strategic Plan goal #7 – Provide a high state of readiness od apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner – obtain timely repairs and upgrades to fire stations and other facilities.

City Clerk's No. OPR 2020-0604

CITY OF SPOKANE
FIRE DEPARTMENT

CONTRACT RENEWAL
2 of 2

Title: HVAC PREVENTATIVE MAINTENANCE FOR FIRE DEPARTMENT AND DISPATCH CENTER

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Care and Maintenance of its HVAC systems for Spokane Fire Department and Dispatch Center Facilities; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.
The Contract, dated July 29, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on July 1, 2024 and shall run through June 30, 2025.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS** (**$90,000.00**), and applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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

CONTROL SOLUTIONS NORTHWEST, INC.	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

24-046

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

License Information:

Entity name:	CONTROL SOLUTIONS NORTHWEST, INC.
Business name:	CONTROL SOLUTIONS NORTHWEST, INC.
Entity type:	Profit Corporation
UBI #:	602-240-826
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	7222 E NORA AVE SPOKANE VALLEY WA 99212-1216
Mailing address:	7222 E NORA AVE SPOKANE VALLEY WA 99212-1216

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Cheney General Business - Non-Resident				Active	Oct-31-2024	Jun-30-2021
Liberty Lake General Business - Non-Resident				Active	Oct-31-2024	Jul-19-2016
Richland General Business - Non-Resident	F03			Active	Oct-31-2024	Feb-07-2012
Spokane General Business - Non-Resident	T12039912BL			Active	Oct-31-2024	Oct-15-2012
Spokane Valley General Business	01191			Active	Oct-31-2024	Feb-16-2004

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

Governing people	Title
LAYMAN, MICHAEL (MIKE)	

Governing people	Title
RUIZ, RICARDO	

Registered Trade Names

Registered trade names	Status	First issued
CSN	Active	Sep-16-2019

The Business Lookup information is updated nightly. Search date and time: 3/25/2024 8:31:02 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CONTSOL-01 CWHEELER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2024

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).

PRODUCER
Acrisure Northwest Partners Insurance Services, LLC
19401 40th Ave W, Suite 440
Lynnwood, WA 98036

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 442-1281 FAX (A/C, No): (425) 291-5100
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Lloyd's	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Control Solutions Northwest, Inc.
7222 E. Nora
Spokane Valley, WA 99212

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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	A0239740004	2/17/2024	2/17/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			A0239740001	2/17/2024	2/17/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			A0239740005	2/17/2024	2/17/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional			ANE1321604.24	2/17/2024	2/17/2025	Limit	1,000,000
B	Pollution			ANE1321604.24	2/17/2024	2/17/2025	Limit	1,000,000

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

RE: Upgrade to HVAC Control System at Fire Facilities

Certificate Holder is additional insured per endorsements #CG7125 0622, #CA7057 0622, & #EU7000 0922. Waiver of Subrogation per endorsement #CG7125 0622, CA0444 1013, & #EU7101 1219. Primary & Non-Contributory per endorsement #CG7125 0622, #CA7601 0615, & #EU7091 0515. Per Project Aggregate per the attached endorsement #CG7118 0620.

CERTIFICATE HOLDER

City of Spokane
44 W. Riverside
Spokane, WA 99201-0189

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Control Solutions Northwest, Inc.

Endorsement Effective Date: 2/17/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and

2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

A. Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and

2. After the execution of such written contract, and

3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

B. This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

1. The person or organization is a Named Insured under such other insurance; and

2. Prior to the "accident" 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 person or organization.

3. Waiver of Transfer of Rights of Recovery

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organization(s), and

B. Prior to the "accident" or the "loss."

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

A. Paragraph **2.a.(2)** is amended to pay up to $3,000 for cost of bail bonds; and

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B. Paragraph **2.a.(4)** is amended to pay for loss of earnings up to $500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion **B.3.a**. under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered “auto” that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.

2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".

B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.

C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:

(1) $75,000

(2) The actual cash value of the hired "auto" at the time of the "loss"

(3) The cost of repairing or replacing the hired auto" with other property of like kind and quality

D. The following deductible provisions apply:

(1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.

E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the policy's Physical Damage Coverage; and

(2) Any:

(a) Overdue or any deferred lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage:**

A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations.

There must be evidence of forced entry for loss caused by theft.

B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.

C. The most we will pay for any one "loss" under this coverage extension is $2,000. No Physical Damage Coverage deductible applies to this coverage extension.

D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.

E. The coverage extension does not apply to the following property:

(1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;

(2) Tools;

(3) Jewelry, precious metals and loose gems;

(4) Money and securities; or

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(5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV – Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV – Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud:**

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

B. The following definition is added to **Section V – Definitions:**

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Control Solutions Northwest, Inc.
Endorsement Effective Date: 2/17/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” 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 person or organization.

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EACH CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Maximum Each Construction Project General Aggregate Limit: Not Applicable **Designated Construction Project(s):** All construction projects away from premises owned by or rented to the Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Subject to **Paragraph 2.** below, a separate **Each Construction Project General Aggregate Limit** applies to each designated construction project, and that limit is equal to the amount of the **General Aggregate Limit shown in the Declarations**.

2. If shown in the **Schedule**, the **Policy Maximum Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages paid under all **Each Construction Project General Aggregate Limits** included in this policy.

3. Subject to **Paragraph 2.** above, the **Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

4. Subject to **Paragraph 2.** above, any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the **Each Construction Project General Aggregate Limit** for that designated construction project. Such payments shall not reduce the **General Aggregate Limit shown in the Declarations** nor shall they reduce any other **Each Construction Project General Aggregate Limit** for any other designated construction project shown in the **Schedule** above.

5. Subject to **Paragraph 2.** above, the limits shown in the **Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the **General Aggregate Limit** shown in the **Declarations**, such limits will be subject to the applicable **Each Construction Project General Aggregate Limit**.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the **General Aggregate Limit** or the **Products-completed Operations Aggregate Limit**, whichever is applicable; and

2. Such payments shall not reduce any **Each Construction Project General Aggregate Limit** provided under this policy.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the **Products-completed Operations Aggregate Limit**, and not reduce the **General Aggregate Limit** nor any **Each Construction Project General Aggregate Limit** provided under this policy.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

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CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. 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 location of the covered operations has been completed; or

2. 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.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

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

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

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

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.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II – Who Is An Insured.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions.**

Section I - Coverages

Coverage E - Excess Liability

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of "underlying insurance" because of:

a. "Bodily injury";

b. "Property damage";

c. "Personal and advertising injury"; or

d. "Error or omission"

to which this insurance applies.

2. This insurance applies to "bodily injury", "property damage", "personal and advertising injury" and "error or omission" only if:

a. Caused by an "occurrence";

b. The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" occurs during the policy period; and

c. "Underlying insurance" applies.

3. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance" except:

a. We will have no obligation under this insurance with respect to any claim that is settled without our consent; and

b. With respect to any provisions to the contrary contained in this insurance.

4. We will be liable only for "ultimate net loss" resulting from any one "occurrence" in excess of:

a. The applicable limits of liability of the "underlying insurance" as stated in the Declarations; or

b. The limits of "underlying insurance" that have been reduced or exhausted by payment of loss.

5. The amount we will pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance.**

6. We will have no other obligation or liability to pay sums or perform acts or services unless such obligation or liability is explicitly provided for under **Coverage E Defense** or **Supplementary Payments - Coverage E & U**.

B. Defense

1. When the limits of the "underlying insurance" have been used up in the payment of judgments or settlements, we will have the:

a. Right and duty to defend the insured against any "suit"; or

b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.

2. When the limits of "underlying insurance" have not been used up in the payment of judgments or settlements, but the claim or "suit" is likely to involve us, we will have the right and shall be given the opportunity to associate with the insured and the insured's "underlying insurer" in the investigation or settlement of a claim or defense of a "suit".

3. We will have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. No Underlying Insurance

"Bodily injury", "property damage", "personal and advertising injury" or "error or omission" to which "underlying insurance" does not apply for any reason other than the exhaustion of "underlying insurance" limits of liability.

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2. Unscheduled Underlying Insurance

Except as provided in the definition of "underlying insurance", any injury, damage, loss, cost or expense to which "underlying insurance" applies if the injury, damage, loss, cost or expense is the subject of a separate limit of liability which is not stated in the Declarations of this Coverage Part under the schedule of "underlying insurance".

3. Pollution

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply:

(1) To "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(2) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(3) To "bodily injury" to any "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damage because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

c. This Pollution Exclusion applies whether or not:

(1) Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location; or

(2) The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury", "property damage", "personal and advertising injury" or "error or omission" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

4. Asbestos

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" caused in whole or in part by the actual, alleged or threatened:

(1) Inhalation of, ingestion of or physical exposure to "asbestos";

(2) Use of "asbestos" in construction or manufacture of any goods, products or structures;

(3) Removal of "asbestos" from any goods, products or structures;

(4) Manufacture, sale, transport, storage or disposal of "asbestos"; or

(5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "asbestos"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

5. Employment-related Practices

"Bodily injury" or "personal and advertising injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

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(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **a. (1)**, **a. (2)** or **a. (3)** above is directed.

c. This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **a. (1)**, **a. (2)** or **a. (3)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Laws

Any liability or obligation for which the insured or the insured's "underlying insurer" may be held liable under:

a. Workers' Compensation, disability benefits or unemployment compensation law;

b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;

c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law; or

d. Any federal, state or local odometer law, auto damage disclosure law, used car disclosure law or aftermarket parts disclosure law;

e. Any federal, state or local truth in lending, truth in leasing, consumer credit protection or consumer leasing law; or

f. Any other similar federal, state or local law.

8. Title Paper Preparation

Liability arising out of any negligent act, omission or other error in "title paper preparation".

Coverage U - Umbrella Liability

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of the Retained Limit stated in the Declarations because of "bodily injury" or "property damage" to which this insurance applies.

2. This insurance applies to "bodily injury" and "property damage" only if:

a. Caused by an "occurrence" anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period;

c. "Underlying insurance" does not apply; and

d. Prior to the policy period, no insured listed under Paragraph **A.1.** of **Section II - Who Is An Insured Coverage U - Umbrella Liability** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred in whole or in part. If such a listed insured or authorized "employee" knew prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **A.1.** of **Section II - Who Is An Insured Coverage U -Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **A.1.** of **Section II - Who Is An Insured Coverage U - Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

5. The amount we pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance.**

6. No other obligation or liability to pay sums or perform acts is covered unless explicitly provided for under **Coverage U Defense** or **Supplementary Payments – Coverage E and U.**

B. Defense

1. In the absence of "underlying insurance", we will have the:

a. Right and duty to defend the insured against any "suit"; or

b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.

2. We will have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

Damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damages" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" or "temporary worker" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" or "temporary worker" as a consequence of Paragraph **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" rented or loaned to any insured within the United States (including its territories and possessions), Puerto Rico, Canada and Mexico. Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto" rented or loaned to any insured.

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6. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading".

This exclusion does not apply to an aircraft that is:

a. Chartered by, loaned to, or hired by you with a paid crew; and

b. Not owned by any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of an aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

7. Damage To Property

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Property loaned to you;

c. Personal property in the care, custody or control of the insured;

d. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

e. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

8. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

9. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

10. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

11. Personal And Advertising Injury

"Personal and advertising injury".

12. Excess Liability

Any damages or expenses to which **Coverage E.** applies.

13. Electronic Year Recognition

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application hardware;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **a.(1)** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

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b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **a.** of this exclusion.

14. Products-Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard".

15. Employee Benefits

Damages arising out of the "administration" of "employee benefits".

16. Professional Services

"Bodily injury" or "property damage" due to the rendering or failure to render any professional service, including but not limited to:

a. Legal, accounting or advertising services;

b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

c. Electronic data processing, computer consulting, computer programming or computer software services, advice or instruction;

d. Supervisory, inspection or engineering services;

e. Medical, surgical, dental, x-ray or nursing services;

f. Any health or therapeutic service, treatment, advice or instruction;

g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;

h. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid services;

i. Body piercing services;

j. Services in the practice of pharmacy;

k. Law enforcement or firefighting services; and

l. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

m. Any insured’s activities as an "insurance agent";

n. Floral Design Schools;

o. Wedding Planning;

p. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs.

17. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

19. Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

20. Racing Activities

"Bodily injury" or "property damage" arising out of the sponsorship or use of "all-terrain vehicles", "mobile equipment", snowmobiles, motorcycles, watercraft or "autos" in, or while in practice for or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

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21. Pollution

a. "Bodily injury" or "property damage", which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(2) Claims or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

c. This Pollution Exclusion applies whether or not:

(1) Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location; or

(2) The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury" and "property damage" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

22. Asbestos

a. "Bodily injury" or "property damage" caused in whole or in part by the actual, alleged or threatened:

(1) Inhalation of, ingestion of or physical exposure to "asbestos";

(2) Use of "asbestos" in construction or manufacture of any goods, products or structures;

(3) Removal of "asbestos" from any goods, products or structures;

(4) Manufacture, sale, transport, storage or disposal of "asbestos"; or

(5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "asbestos", or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

23. Employment-related Practices

"Bodily injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or wrongful termination directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **a. (1)**, **a. (2)** or **a. (3)** above is directed.

c. This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **a. (1)**, **a. (2)** or **a. (3)** above occurs before employment, during employment or after employment of that person:

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

24. Laws

Any liability or obligation for which the insured may be held liable under:

a. Workers' Compensation, disability benefits or unemployment compensation law;

b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;

c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law;

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d. Any federal, state or local odometer law, auto damage disclosure law, used car disclosure law or aftermarket parts disclosure law;

e. Any federal, state or local truth in lending, truth in leasing or consumer leasing law;

f. Recording and distribution of material or information in violation of:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending or transmitting, communicating, or distribution of material or information;

(4) The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);

(5) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or

(6) Any federal, state or local statute, ordinance or regulation other than TCPA, CAN-SPAM Act of 2003, FCRA or FDCPA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or

g. Any other similar federal, state or local law.

25. All-Terrain Vehicle

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use, lease, rental or entrustment to others of any " all-terrain vehicle", utility task vehicle, snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike), motorcycle (designed for off public road use) or other vehicle designed for use off public roads and paved surfaces that is owned or operated by or rented or loaned to any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance or use, lease, rental or entrustment to others of an "all-terrain vehicle", utility task vehicle, snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike) or motorcycle (designed for off public road use) that is owned or operated by or rented or loaned to any insured.

26. Terrorism

"Bodily injury" or "property damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

27. Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to or assessing the effect of "silica" or "silica-related dust", by any insured or by any other person or entity.

28. Nuclear Energy

a. To "bodily injury" or "property damage";

(1) With respect to which an insured under **Coverage U** is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

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(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. To "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or

(b) Has been discharged or dispersed there from.

(2) The "nuclear material" is contained in "spent fuel" or "waste material" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

Supplementary Payments - Coverage E and U

1. When we have the duty to defend, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $300 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. These payments will not reduce the limits of insurance.

4. Under **Coverage U**, these payments are not subject to the Retained Limit stated in the Declarations.

Section II - Who Is An Insured

The following persons or organizations are insureds under this Coverage Part.

Coverage E - Excess Liability

A. The Named insured shown in the Declarations; and

B. Any person or organization who is an insured or an additional insured in the "underlying insurance", but only to the extent the "underlying insurance" applies. If coverage provided to an additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount payable under **Section III - Limits of Insurance** or the amount of insurance required by the contract or agreement, less any amount payable by "underlying insurance".

Coverage U - Umbrella Liability

A. Except for liability arising out of the ownership, maintenance or use of an "auto":

1. If you are designated in the Declarations as:

a. An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A Partnership or Joint Venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

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c. A Limited Liability Company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a Partnership, Joint Venture or Limited Liability Company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a Partnership, Joint Venture or Limited Liability Company) or your managers (if you are a Limited Liability Company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are an insured for:

(1) "Bodily injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", any partner or member (if you are a Partnership or Joint Venture), or any member (if you are a Limited Liability Company).

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

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

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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

3. Any organization you newly acquire or form, other than a Partnership, Joint Venture or Limited Liability Company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to "bodily injury", "property damage" or “personal and advertising injury” that occurred before you acquired or formed the organization.

B. Only with respect to liability arising out of the ownership, maintenance or use of an "auto":

1. You are an insured.

2. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

a. The owner or anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.

b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household.

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c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

d. Anyone other than your "employees", partners (if you are a Partnership) or a member (if you are a Limited Liability Company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

e. A partner (if you are a Partnership), or a member (if you are a Limited Liability Company) for an "auto" owned by him or her or a member of his or her family.

f. "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

3. Anyone liable for the conduct of an insured described in Paragraphs **B.1.** and **2.** above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past Partnership, Joint Venture or Limited Liability Company that is not shown as a Named Insured in the Declarations.

Section III - Limits Of Insurance

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under **Coverages E** and **U** combined, regardless of the number of:

1. Insureds;

2. Coverage provided by this Coverage Part;

3. Claims made, "suits" brought, or number of vehicles or watercraft involved; or

4. Persons or organizations making claims or bringing "suits".

B. The General Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E** and **U,** except "ultimate net loss" because of "bodily injury" or "property damage":

1. Arising out of the ownership, maintenance, use, "loading or unloading" or entrustment to others of an "auto"; or

2. Included in the "products-completed operations hazard".

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverage E** because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or Paragraph **C.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E** and **U** because of all damages arising out of any one "occurrence".

The Aggregate Limits, as described in Paragraphs **B.** and **C.** above, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining Limits of Insurance.

Section IV - Conditions

We have no duty to provide coverage under this Coverage Part unless you and any other insured have fully complied with the Conditions contained in this Coverage Part.

A. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the available limit of "underlying insurance" or the retained limit stated in the Declarations, we may do so at our own expense. We will be liable for taxable costs, interest and disbursements. Such appeal does not increase the Limits of Insurance.

B. Bankruptcy

1. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Bankruptcy of Underlying Insurer

Bankruptcy of the "underlying insurer" will not relieve us of our obligations under **Coverage E.** However, this insurance will apply as if the "underlying insurance" were in full effect.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence", regardless of the amount, which may result in a claim. To the extent possible, notice should include:

a. How, when and where the "occurrence" took place;

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "occurrence".

2. If a claim is made or "suit" is brought against any insured, you must:

a. Immediately record the specifics of the claim or "suit" and the date received; and

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b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

D. Expanded Coverage Territory

1. If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

a. Make or cause to be made such investigation and defense as are reasonably necessary; and

b. To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under **Supplementary Payments** - **Coverage E and U** for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under **Supplementary Payments – Coverages E and U** will be made in U.S. currency at the prevailing exchange rate at the time the expenses are incurred.

3. Any disputes between you and us as to whether there is coverage under this Coverage Part must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Loss Payable

We will have no liability under **Coverage E** unless and until the insured's "underlying insurer" has become obligated to pay the underlying limit. We will have no liability under **Coverage U** unless and until the insured has become obligated to pay the retained limit. Such obligation to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant and us. The first Named Insured shown in the Declarations will promptly reimburse us for any damages we pay which are within the Retained Limit stated in the Declarations.

G. Maintenance Of Underlying Insurance - Coverage E - Excess Liability

You shall maintain in full force and effect during the term of this Coverage Part all "underlying insurance" stated in the Declarations. In the event you fail to do so:

1. **Coverage E** will apply only to the extent that it would have been applied if the "underlying insurance" had been maintained as specified; and

2. **Coverage U** will not fill the "underlying insurance" gap created by your failure to maintain **Coverage E** "underlying insurance".

Failure to reinstate any aggregate limit reduced or exhausted solely by "occurrences" which take place during the term of this Coverage Part shall not be interpreted as failure to maintain the "underlying insurance" in force.

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H. Other Insurance

1. This insurance is excess over, and shall not contribute with, any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

   a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for the Coverage Part in accordance with our rules and rates.

2. The premium for this Coverage Part is designated in the Declarations as an Advance Premium or a Flat Charge Premium.

   a. An Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

   b. A Flat Charge Premium is not subject to audit or adjustment.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

J. Representations Or Fraud

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;

2. Those statements are based upon representations you made to us;

3. We have issued this policy in reliance upon your representations; and

4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

K. Separation Of Insureds

Except with respect to Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

L. Coverage E - Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

M. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us to enforce them.

Any amounts recovered shall be apportioned in reverse order to payment, as follows:

1. The payer of any amount over and above our payment shall first be reimbursed;

2. We shall be reimbursed for the amount paid hereunder; and

3. Lastly any remainder shall be applied to the interests of those to whom this coverage is excess.

Each concerned interest will share expenses of recovery in proportion to the amounts recovered.

N. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

O. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or

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policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company to apply:

1. As "underlying insurance"; or

2. Specifically, as excess insurance over this Coverage Form or policy.

Section V - Definitions

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";

b. Interpreting "employee benefits";

c. Handling of records in connection with the "employee benefits"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. "All-terrain vehicles" means a land motor vehicle whether or not subject to motor vehicle registration:

a. With three or four broad, low pressure tires (less than 10 pounds per square inch);

b. With a seat to be staddled by the operator and, where applicable, a passenger;

c. With handlebars for steering; and

d. Designed for off-road use.

4. "Asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, goods, product or structure of which it is a part.

5. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

6. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electromagnetically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker"

However, with respect to "employee benefits" to which:

a. **Coverage E** may apply, "employee" does not include a "leased worker" or a "temporary worker".

b. **Coverage U** does not apply, "employee" means a person actively employed, formerly employed, on leave of absence, disabled or retired. "Employee" includes a "leased worker" or a "temporary worker".

9. "Employee benefits" means:

a. Insurance programs for:

(1) Group life;

(2) Group accident and health;

(3) Dental, vision and hearing plans;

(4) Flexible Spending Accounts;

(5) Social Security and disability benefits;

(6) Workers Compensation; and

(7) Unemployment.

b. Group plans for:

(1) Profit sharing;

(2) Pension;

(3) Employee stock subscription;

(4) Employee savings plans; and

(5) Employee stock ownership plans.

c. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave, tuition assistance plans; transportation and health club subsidiaries; and

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d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable to your and your "employees".

10. "Error or omission" means an act negligently committed in:

a. The "administration" of your "employee benefits"; or

b. Providing printing and graphic arts services or any other business service

c. An insured's activities as an "insurance agent".

specifically identified in the Declarations of this Coverage Part under the schedule of "underlying insurance".

11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

12. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

13. "Hazardous properties" includes radioactive, toxic or explosive properties.

14. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

15. "Impaired property" means tangible property, other than "your products" or "your work" that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement.

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

16. "Insurance agent" means a person or organization duly licensed as an insurance agent, or the equivalent, by the regulatory authority in the state(s) in which you engage in the insurance business, "Insurance agent" does not mean an insurance solicitor, broker or consultant.

17. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

18. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or "auto".

19. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment;

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraphs **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos";

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(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance laws are considered "autos".

20. "Nuclear facility" means:

a. Any "nuclear reactor"

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing or packaging "waste material";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste material";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

21. "Nuclear material" means "source material", "special nuclear material" or "by-products material". "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

22. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material.

23. "Occurrence" means:

a. With respect to "bodily injury" and "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

b. With respect to "personal and advertising injury", an offense; and

c. With respect to "error or omission", a negligent act.

24. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement" or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

25. "Pollutants" means any solid, liquid, gaseous, bacterial, fungal, viral, electromagnetic, thermal, or other substance that is toxic or hazardous, causes irritation to animals, vegetation, or persons, and/or causes contamination to property or the environment, including, but not limited to, smoke, vapor, soot, fumes (including welding fumes, paint fumes, and glue fumes), acids, alkalis, chemicals and waste. Specific examples identified as "pollutants" include, but are not limited to, gasoline, diesel, kerosene, transmission fluid, antifreeze, brake fluid, any other fuel oils, any other motor oils, any other petroleum products, any other lubricants, and any of their additives, derivatives, degradation products, and individual chemical components including, but not limited to, benzene, toluene, ethylbenzene, xylenes, phenanthrene, naphthalene, 2-methyl-naphthalene, trimethylbenzene isomers; carbon monoxide and other exhaust gases; solvents, mineral spirits, adhesives, pesticides, insecticides, herbicides, asbestos, lead, lead based paint, silica, sewage, perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA),

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Perfluorobutane sulfonic acid (PFBS), Perfluorobutanesulfonate, Potassium Perfluorobutane Sulfonate, Sodium fluoroacetate, 2,2-Difluoropropane, 1-Chloro-1,1-difluoroethane, 1,1,1,2-Tetrafluoroethane, 1,1,1-Trifluoroethane, 1,1-Difluoroethane, Dichlorodifluoromethane, Trichlorofluoromethane, Chlorodifluoromethane, and 1,1,2-Trichloro-1,2,2-trifluoroethane, and other per- and polyfluoroalkyl substances (PFAS), including, but not limited to, all substances listed on the USEPA Master List of PFAS Substances, which has been available online at: https://comptox.epa.gov/dashboard/chemical_lists/ pfasmaster, and any of their associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals, additives, derivatives, degradation products, by-products, and individual chemical components. Solvents include, but are not limited to, tetrachlorethylene or perchloroethylene (PCE), trichloroethylene (TCE), dichloroacetylene, chloroacetylene, 1,1,1-trichloroethane (1,1,1-TCA), 1,1,2-trichloroethane (1,1,2-TCA), 1,4-dioxane, cis-1,2-dichloroethylene (cis-1,2-DCE), trans-1,2-dichloroethylene (trans-1,2-DCE), 1,1-dichloroethylene (1,1-DCE), 1,1-dichloroethane (1,1-DCA), 1,2-dichloroethane (1,2-DCA), acetate, acetylene, vinyl chloride, methylene chloride, methylene chloroform, chloromethane, ethene, ethane, ethanol, formate, glycolate, methane, carbon dioxide, any other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, any other chlorinated solvents, any other halogenated solvents, and any of their additives, derivatives, degradation products, and individual chemical components. Solvents also include naturally occurring metals that dissolve as the result of solvents in the environment, including, but not limited to, arsenic, barium, copper, iron, manganese, magnesium, and selenium. “Pollutants” also include, but are not limited to, all substances specifically listed, identified or described by one or more of the following references: Agency for Toxic Substance and Disease Registry ToxFAQs Substance Priority List, which has been available online at https://www.atsdr.cdc.gov/SPL, US Environmental Protection Agency EMCI Chemical Reference Complete Index, which has been available online at https://enviro.epa.gov/, United States Environmental Protection Agency, Regional Screening Levels for Chemical Contaminants at Superfund Sites, which has been available online at: https://www.epa.gov/risk/regional-screening-levels-rsls, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Priority List Hazardous Substances, 40 CFR 302.4, Table 302.4 (1997 and all subsequent editions), and/or the Indiana Department of Environmental Management risk based tables, including the 1996 Voluntary Remediation Program Tier II Table, Default Closure Level Tables (2001 and all subsequent editions), Screening Level Tables (2012 and all subsequent editions),which have been available online at https://www.in.gov/idem/cleanups/resources/technical-guidance-for-cleanups/idem-screening-and-closure-level-tables/.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

26. "Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

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(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification on the Declarations of a policy of "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

27. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" includes all forms of radioactive contamination of property.

For the purposes of this insurance, "electronic data" is not tangible property.

28. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

29. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

30. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

31. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" or "errors and omissions" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

32. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

33. "Terrorism" means activities against persons, organizations, or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence;

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

34. "Title paper preparation" means the preparation of official title papers for registering an "auto" sold by an insured, including the designation of an lienholder or legal ownder having a financial interest in such "auto".

35. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternative dispute method entered into with our consent.

36. "Underlying insurance" means any policies of insurance listed in the Declarations under the schedule of "underlying insurance". "Underlying insurance" that would apply but for the exhaustion of its Limit of Insurance is still considered to be applicable "underlying insurance".

37. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the schedule of "underlying insurance".

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38. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

39. "Waste material" means any waste material:

a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

40. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

41. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person Or Organization:
Any Additional Insured as required by written contract or written agreement executed prior to loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph **H. Other Insurance** of **Section IV - Conditions:**

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:
   - **a.** Is identified as an additional insured in the "underlying insurance";
   - **b.** Is a Named Insured under such other insurance; and
   - **c.** Has agreed with you in a written contract or agreement that:
     - **(1)** Is signed and effective prior to an "occurrence" to which this insurance applies;
     - **(2)** This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs **1.a.** and **1.b.** above;
     - **(3)** Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and
     - **(4)** Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.
2. This condition does not apply to:
   - **a.** Other insurance, not included in Paragraph **1.** above, that may be available to the designated person or organization outside of your written contract or agreement; or
   - **b.** Liability which:
     - **(1)** May attach to the designated person or organization and is not assumed by your written contract or agreement; or
     - **(2)** Is assumed by the designated person or organization under any other written contract assuming the obligations of another.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s): Any Additional Insured as required by written contract or written agreement executed prior to loss.
Information required to complete this Schedule, if not show above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: A0239740004

IL 70 07 08 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON
NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
Any person or organization where required by written contract.	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);

2. This notice:

a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;

b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and

4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/12/2024
Clerk's File #	OPR 2021-0257
Renews #	
Cross Ref #	

Submitting Dept	FIRE	**Project #**	
Contact Name/Phone	TOM WILLIAMS (509)625-7002	**Bid #**	
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG	**Requisition #**	CR26095
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Agenda Item Name	1970 - INFOR CAD SOFTWARE RENEWAL WITH ADDITIONAL LICENSES		

Agenda Wording

Contract Renewal with Infor Public Sector, Inc. to provide annual contract maintenance of the Fire Computer Aided Dispatch System. Four additional EnRoute Mobile Client licenses are being added with this renewal.

Summary (Background)

This is a one-year renewal of a five-year sole source resolution with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire Computer Aided Dispatch system which covers maintenance fees and non-Microsoft software licenses. Four additional mobile licenses, to be paid by Spokane Fire, will be added this year for use at Spokane Fire. Contract period is May 1, 2024 through April 30, 2025. The annual cost is $99,545.35 of which Spokane Fire is responsible for $10,702.21.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 99,545.35
Current Year Cost	$ 99,545.35
Subsequent Year(s) Cost	$ N/A

Narrative

Spokane Fire will be reimbursed by Spokane Regional Emergency Communications for approximately $88,843.14 as this software is utilized for fire/emergency medical services dispatching services. Renewals are the responsibility of Spokane Regional Emergency.

Amount		**Budget Account**
Expense	$ 99,545.35	# 1970-35142-22100-54820-99999
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	WILLIAMS, TOM M.	**PURCHASING**	NECHANICKY, JASON
Division Director	O'BERG, JULIE		
Accounting Manager	MURRAY, MICHELLE		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Edward Foley - signer (edward.foley@infor.com)	Shawnna Wagner - review
sraymon@spokanecity.org	fireaccounting @spokanecity.org
kschmitt@spokanecity.org	

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	April 8th, 2024
Submitting Department	Fire
Contact Name	Tom Williams
Contact Email & Phone	tmwilliams@spokanefie.org 509-625-7002
Council Sponsor(s)	Councilmember Dillion, Council President Wilkerson, Councilmember Cathcart
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Infor CAD Software Renewal with Additional Licenses
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD. Contract period is for May 1, 2024 through April 30, 2025. Annual cost of $99,545.35, of which $10,702.21 Spokane Fire is responsible and remaining balance to be reimbursed by Spokane Regional Emergency Communications (SREC). This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032. System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The agreement is codified through an IT Services agreement between Spokane Fire Department and SREC.

Fiscal Impact

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

Total Cost: $99,545.35

Current year cost: $99,545.35

Subsequent year(s) cost: N/A

Narrative: Spokane Fire will be reimbursed by SREC for approximately $88,843.14 as this software is utilized for fire/EMS dispatching services. Future renewals will be the responsibility of SREC.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes

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

OPR 2021-0257

Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: Dusty Patrick

03 Jan 2024

Renewal Notification

Notification No : 8087 **Account ID : 103** **Spokane Fire Department**

Your Subscription / Maintenance agreement will soon be due for renewal. Please find enclosed a summary of the renewal details for the upcoming term.

By renewing your Subscription / Maintenance agreement, you will continue to receive valuable access to Support, the latest product enhancements and fixes, and Knowledge Bases. All of this information can be accessed via Infor Concierge, a powerful self-service tool built for customers to simplify access to important sites, content, and resources.

Your success is at the fore front of our minds, and we will:

- Provide software that responds to your needs, and ensures that you have the right features to meet your business requirements.
- Maintain a wide variety of fully-connected solutions to improve performance in every aspect of your business.
- Develop and deliver next generation technology so that your business can stay flexible and responsive in all business conditions.
- Build applications on reliable, current, standard technologies to give you maximum performance, stability, and compatibility with other products.
- Ensure that upgrades are delivered in a non-disruptive way.

You have been identified as a main contact in our database and we want to ensure our records are current and that the right person in your company receives your invoice in a timely fashion. Please take a few minutes to complete the information on the next page and return it by fax or email at your earliest convenience. If you require a purchase order number on your invoice for easier processing, please enclose a copy of your purchase order.

Your Subscription / Maintenance renewal will be issued in the coming days in accordance with our terms and conditions.

If you want to learn about exciting new enhancements to your software, or if you have questions regarding this renewal, please do not hesitate to contact me.

Thank you for being a valued customer. We appreciate your business.

Regards,

Shawnna Wagner

Subscription Services Manager

Phone : +14704815238
e-mail : Shawnna.Wagner@infor.com

Notification No	Notification Date
P - 8087-US06A	01/03/2024

Renewal Notification

Please Verify Addresses

Deliver to: Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: License Site

For the attention of:

Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: Dusty Patrick

Bill To : Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: Dusty Patrick

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
103			USD	Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	3,988.31
Paging Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	4,651.90
Encoder Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	4,696.23
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	5,583.31
DF/AD Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	3,544.78
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	13,824.35
Locution Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	1,756.04
FireHouse Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	1,340.78
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2024	04/30/2025	11,157.73
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2024	04/30/2025	8,926.16
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2024	04/30/2025	5,191.04
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	6,490.83
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	4,178.39
EnRoute Mobile Client	Spokane	PROD	1	40	05/01/2024	04/30/2025	9,072.30
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	05/01/2024	04/30/2025	0.00

Notification No	Notification Date
P - 8087-US06A	01/03/2024

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
CAD Seat Lite	Spokane	PROD	1	2	05/01/2024	04/30/2025	2,270.90
EnRoute CAD Seats Only	Spokane	PROD	1	2	05/01/2024	04/30/2025	252.32
US Digital Fire Station Alerting Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	3,654.40
EnRoute Mobile Client	Spokane	PROD	1	4	05/01/2024	04/30/2025	746.24
TAX(Type RE - WA)							8,219.34

For renewal questions, please contact Shawnna Wagner, Subscription Services Manager
Phone: +14704815238
Email: Shawnna.Wagner@infor.com

Net	Tax	Total:
91,326.01	8,219.34	99,545.35

We hereby give you notice that your maintenance is scheduled to renew for the dates detailed above. You will be invoiced prior to the start of this renewal term and payment is due prior to your current expiry date to ensure continued support.

[ ]
Our Purchase Order is enclosed.

[ ]
Our Purchase Order number is ____

[ ]
No PO is required

Renewal Total USD 99,545.35

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to http://www.infor.com/support/reinstatement-policy/ for further details

380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-25

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** ("Infor") and **Spokane Fire Department** ("Customer") shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

   "This Agreement shall be for the term, commencing May 1, 2024 and terminating April 30, 2025. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-25 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

Accepted by **Spokane Fire Department:**	**Accepted by** **Infor Public Sector, Inc.:**
Authorized Signature	Authorized Signature
Print Name/Title	Print Name/Title
Date	Date

Approved as to form:

Assistant City Attorney

License Information:

Entity name:	INFOR PUBLIC SECTOR, INC.
Business name:	INFOR PUBLIC SECTOR, INC.
Entity type:	Profit Corporation
UBI #:	602-085-270
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	13560 MORRIS RD STE 4100 ALPHARETTA GA 30004-8995
Mailing address:	13560 MORRIS RD STE 4100 ALPHARETTA GA 30004-8995

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	033040			Active		Nov-15-2005
Kirkland General Business - Non-Resident	OBL28029			On Hold	Mar-31-2024	Feb-04-2019
Spokane General Business - Non-Resident				Active	Mar-31-2024	Feb-14-2014

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

Governing people	Title
FLAMINI, MATTHEW	
HYLTON, ANDRE P	
PRITCHARD, LINDSAY	
SAMUELSON, KEVIN	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/27/2023 8:10:07 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/2024

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).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN102555145-Koch-GAWUC-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Infor Equity Holdings, LLC
and all majority owned subsidiaries including IGS Holding LP
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

COVERAGES **CERTIFICATE NUMBER:** SEA-003814989-04 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			MWZY 315812 23	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 315811 23	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 314306 23	12/01/2023	12/01/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Crime			MWML 315899 23	12/01/2023	12/01/2024	Limit, per Loss	1,000,000

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

CERTIFICATE HOLDER

City of Spokane
Spokane Fire Department
44 West Riverside
Spokane, WA 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
of Marsh Risk & Insurance Services

Stephanie Guarino

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	OPR 2024-0288
Renews #	
Cross Ref #	

Submitting Dept	FIRE	**Project #**	
Contact Name/Phone	JULIE O'BERG (509)625-7001	**Bid #**	
Contact E-Mail	JOBERG@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Agenda Item Name	1970 2024 FOREST LAND AGREEMENT WITH DEPARTMENT OF NATURAL		

Agenda Wording

Forest Land Agreement with Department of Natural Resources to provide ongoing assistance efforts under the authority of Revised Code of WA 76.04.134 and chapter 39.34 Revised Code of WA.

Summary (Background)

The purpose of the agreement is to provide coordination and cooperation between the Spokane Fire Department and Washington State Department of Natural Resources in the control and suppression of forest land fire in or adjacent to their areas of responsibilities in wildland fire management suppression activities. This is an updated agreement of the 1993 interlocal agreement and continues for five years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ N/A
Current Year Cost	$ N/A
Subsequent Year(s) Cost	$ N/A

Narrative

Spokane Fire will provide Dept of Natural Resources with employees and equipment for regional fire suppression. Dept of Natural Resources reimburses the City for the total cost of compensation for the members and equipment while they're mobilized.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	O'BERG, JULIE		
Division Director	O'BERG, JULIE		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	JONES, GARRETT		

Distribution List

Pat Ryan pat.ryan@dnr.wa.gov	Tim Love tim.love@dnr.wa.gov
Julie O'Berg joberg@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet
Select Committee Name

Committee Date	April 8, 2024
Submitting Department	Fire
Contact Name	Julie O'Berg
Contact Email & Phone	joberg@spokanecity.org (509)625-7001
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart, Paul Dillon
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	2024 Forest Land Agreement with DNR
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This agreement provides ongoing mutual assistance efforts under the authority of RCW 76.04.134 and chapter 39.34 RCW. The purpose of the agreement is to provide coordination and cooperation between the Spokane Fire Department and Washington State Department of Natural Resources in the control and suppression of forest land fire in or adjacent to their areas of responsibilities in wildland fire management suppression activities. This is an updated agreement of the 1993 interlocal agreement and continues for five years.

Fiscal Impact

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

Total Cost: N/A

Current year cost: N/A

Subsequent year(s) cost: N/A

Narrative: The Spokane Fire Department will provide DNR with employees and equipment for regional fire suppression. DNR reimburses the City for the total cost of compensation for the members and equipment while they're mobilized.

Funding Source ☐ One-time ☐ Recurring ☒ 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?

No impacts anticipated to these 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
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? SFD staff engage with DNR staff to determine potential improvements.
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? Goal #1 Reduce the number and severity of emergency incidents. Goal #2 Foster an environment conducive to the safety and health of us all. Goal #6 Maintain and grow collaborative relationships with community partners that will enhance our service to the customer.

OPR 2024-0288

FORESTLAND RESPONSE AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-106537

PI: 221, 222, 223
Funding Source: State
Grant Funded: ☐ Yes ☒ No
Procurement method: ☒ Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

This Agreement is entered into between the state of Washington, Department of Natural Resources, Northeast Region, hereinafter referred to as "DNR or AGENCY", and the below named Fire Protection District/Department, hereinafter referred to as District/Department."

City of Spokane Fire Department

44 West Riverside Ave.

Spokane, WA 99201

Phone: 509-625-7000

Email: joberg@spokanefire.org

Statewide Vendor # (SWV): SWV0003387

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service

District/Department jurisdictional boundaries for wildfire and prescribed (RX) fire dispatch.

2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.

3. **Term.** The term of this agreement is 04/02/2024, or date of execution, whichever is later, through 04/02/2029.

4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:

   (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy.

   (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.

   (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.

5. **Mutual Aid Fire Incident Response:**

   (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.

   (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.

   (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.

6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.

7. Command:

(1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.

(2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.

(3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command, and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

(1) **Forestland:** As the term is defined by RCW 76.04.005.

(2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented, and payment authorized (see Section 11 and 12 of this Agreement) by DNR prior to the mobilization of special resources.

(3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

(1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually and revised as necessary to achieve cooperation and understanding.

(2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

(3) **Prescribed (RX) Fire Dispatch:** See Attachment A – Operational Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein. The guidelines for Fire Dispatch are the same, whether that be for a Wildland Fire Incident or Prescribed Fire.

10. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires

originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

(1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

(2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.

(3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.

(4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.

(5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

(1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:

(a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.

(b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

(2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

(1) Forestland Response:

(a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.

(b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.

(2) DNR Dispatch:
Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

14. Insurance: DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

(1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent**. District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

Description	Dollar Amount
General Aggregate Limit (Other than products-completed operations)	$2,000,000

Each Occurrence Limit	$2,000,000

(2) **Employer's liability ("Stop Gap") Insurance**: District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

(3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

a. "Any Auto" (Symbol 1).

b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).

c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).

d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

Description	Each Accident
Bodily Injury and Property Damage	$1,000,000

(4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.

16. **Benefits**. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between the dates of January 1 and March 1 of

any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

18. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

19. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.

20. **Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.

21. **Non–Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.

22 **Harassment.** Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

24. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.

25. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.

26. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

27. **Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Ben Lippert
Title: East Zone Fire Manager
Address: 225 S. Silke Rd
City/State/Zip: Colville, WA 99114
Phone: 509-684-7474
Email: ben.lippert@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Julie O'Berg
Title: Fire Chief
Address: 44 W. Riverside Ave.
City/State/Zip: Spokane, WA 99201
Phone: 509-625-7000
Email: joberg@spokanefire.org

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

Signature Date

Printed Name

Title

Attachment A

Operation Guidelines

Resources ordered through the DNR Region or Division for Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement.

- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in NWCG PMS 310-1;

2) To keep equipment and personnel status current in the Interagency Resource Ordering Capability (IROC) by selecting option a. or b. below. List available resources on the following resource list addendum. (Check one):

   a. ☒ With DNR Region approval, DNR Region will give Web-Status rights to IROC for district employees. It is the employee's responsibility to ensure that their status is accurate.
   b. ☐ DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

   For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildland Fire Management Division in order to ensure statewide readiness.

3) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demobilized under State Fire Mobilization, demobilization & ETA home from incidents dispatched thru DNR, etc.);

4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.

6) Invoice for personnel and equipment costs billed to DNR will include:

    a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
    b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
    c. Copy of Resource Order card.

7) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and

8) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.

9) Only utilize agency owned vehicles or procured rental vehicles on the fireline or off-road.

DNR agrees to:

1) Assist the District/Department with updating status of IMT members in IROC;

2) Maintain IQS records for District/Department personnel with NWCG PMS 310-1 wildland fire qualifications, if red carded through the DNR;

3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;

4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

	Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Equipment Resources

			Rate / Negotiated Rate*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/18/2024
Clerk's File #	OPR 2024-0289
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 6064-24
Requisition #	CR 26182

Submitting Dept	POLICE
Contact Name/Phone	MAJ. DAVE 625-4171
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	MCATHCART PDILLON LNAVARRETE
Agenda Item Name	0680-POLICE UNIFORM FITTING, REPAIR AND INVENTORY SERVICES

Agenda Wording

Approval to award contract to Galls for Police uniform services.

Summary (Background)

On February 2, 2024, RFP #6064-24 was sent out to multiple firms to provide Police Uniforms and services including the fitting, alteration, repair and inventory of new and replacement uniforms, as well as pouches for external vest carriers. Three proposals responses were received. Gall's LLC was the highest ranked proposal and as such, Spokane Police Department would like to enter into contract with them.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 225,000
Current Year Cost	$ 75,000.00
Subsequent Year(s) Cost	$ 150,000

Narrative

Contract term of 3 years with an annual amount not to exceed $75,000. Two optional 1-year renewals authorized per written agreement by the parties.

Amount		Budget Account
Expense	$ 75,000.00	# 0680-11410-21250-53202
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	LUNDGREN, JUSTIN	**PURCHASING**	PRINCE, THEA
Division Director	LUNDGREN, JUSTIN		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanecity.org
dloucks@spokanepolice.org	mcdulin-dustin@galls.com

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	March 4, 2024
Submitting Department	Police
Contact Name	Maj. Dave Singley
Contact Email & Phone	dsingley@spokanepolice.org 625-4171
Council Sponsor(s)	
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Police Uniforms with fitting, repair and inventory services
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On February 2, 2024, RFP #6064-24 was sent out to multiple firms to provide Police Uniforms and services including the fitting, alteration, repair and inventory of new and replacement uniforms, as well as pouches for external vest carriers. Three proposals responses were received. Gall's LLC was the lowest responsive bidder and as such, SPD would like to enter into contract with them.

Fiscal Impact

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

Total Cost: $75,000 per year

Current year cost:

Subsequent year(s) cost:

Narrative: 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 ☐ One-time ☒ Recurring ☐ 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?
- 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?
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

• 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?
Council Subcommittee Review • Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

City Clerk's No. OPR 2024-0289

CITY OF SPOKANE POLICE DEPARTMENT

PERSONAL SERVICE AGREEMENT

Title: **POLICE UNIFORMS WITH FITTING, REPAIR AND INVENTORY SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **GALLS, LLC**, whose address is 1340 Russel Cave Road, Lexington, Kentucky 40505 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide Police Uniforms with Fitting, Repair and Inventory Services, in accordance with RFP 6064-24, and Company's Response dated February 16, 2024, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on April 1, 2024, and shall run through March 31, 2027, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by written agreement of the parties not to exceed two (2) additional one (1) year contract periods.

3. COMPENSATION / PAYMENT.
Total annual compensation for Company's services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00),** plus applicable tax and in accordance with the Pricing set forth in Exhibit B, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company 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 Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company 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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

8. INSURANCE.

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

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

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

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

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

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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

The Company 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.

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.
Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

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

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

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

17. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, 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 Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GALLS, LLC	**CITY OF SPOKANE** **POLICE DEPARTMENT**
By_____ Signature Date	By_____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Company's Response to RFP dated February 16, 2024
24-041a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

Police Uniforms with Fitting, Repair, and Inventory Services

RFP 6064-24

PREPARED FOR

CITY OF SPOKANE

PREPARED BY

Galls LLC

1340 Russell Cave Road
Lexington, KY 40505

February 16, 2024

Attn: Michelle Loucks
City of Spokane Purchasing Department
800 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6400

Re: City of Spokane - Police Uniforms with Fitting, Repair, and Inventory Services - RFP 6064-24

Galls, LLC ("Galls") is excited about the opportunity to service Spokane for your public safety uniform needs and look forward to becoming a key Partner if awarded. Galls has been in business for over 56 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America's public safety professionals.

Galls principal place of business is at 1340 Russell Cave Road, Lexington, KY 40505, and we would service this contract from there as well as our retail branch located at 1306 N. Howard, Spokane, WA 99201. Galls has experience in this exact model, and as the incumbent contract holder we are intricately familiar with the unique needs and challenges of Spokane's Police uniform program. We are confident that Galls is the right partner to satisfy and exceed the goals for this program and can meet all terms and conditions within this bid.

We appreciate the consideration and look forward to servicing Spokane Police Department for the duration of the Contract if selected for award. Please feel free to reach out directly with any questions regarding our proposal.

Thank you,

Mike Fadden, CEO
Email: bidreview@galls.com
Phone: 859-800-1406
1340 Russell Cave Road, Lexington, KY 40505
Chief Executive Officer
Galls, LLC

Galls Offers Spokane Police Department ("Spokane PD") a 360° Solution

Technical Proposal

A. Work Plan

Galls has assembled the best team of dedicated professionals to serve your uniform needs. Spokane PD's personal contact and the Galls' account manager will coordinate with our merchandisers and buyers to make sure Galls meets your uniform criteria for comfort, performance, and design. Having a personal contact and a branch within the City of Spokane allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.

Galls confirms we can supply all items outlined in the RFP; with exception to any products that have been discontinued or are obsolete. In this instance equal to or better than items have been identified and quoted.

Additionally, Galls confirms that we can meet all services outlined in the Service Requirements.

Delivery Schedule
Galls can meet the delivery schedule as outlined in the RFP, including responding to requests for fitting and emailed or called in issues within three (3) days, providing individual orders within fourteen (14) days of ordering (with the exception of special orders), and completing repairs and alterations within one (1) week after item request and submission.

Full Spectrum In-House Uniform Services:
No one can compare to our full spectrum of in-house customization options for apparel and gear.

Brands You Depend on:
As a public safety professional, your gear must perform. After all, it may mean the difference between life and death. That's why Spokane PD's can count on Galls to offer only top-quality products. But we don't do it all alone.

Galls partners with public safety leaders in manufacturing including brands such as ASP, Bates, BlackHawk, Elbeco, 5.11 Tactical, Flying Cross, Tru-Spec, Under Armour, Point Blank, Paraclete, and yes we apply our 50 years of knowledge and customer feedback to the Galls brand.

Broadest Product Selection:
Galls is Spokane PD's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand. Galls will special order product for Spokane PD as requested in Section 4.3.1.

Huge In-Stock Inventory and Rapid Fulfillment:
Galls has the largest on-hand inventory in the public safety industry – period! This means less backorders, faster service and faster delivery. Galls also has the right inventory to match the market trends, so you are always ordering the latest and best in the industry.

Warranty and Replacement Policy

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "**no hassle guarantee**" on returned merchandise. This means if Spokane PD is unhappy for any reason with your purchase, you can return it to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

B. Approach

Order Placement Process (eQuip)

Spokane PD will have the option to place orders by coming in to the store, email or phone.

The Spokane store is located less than a mile from the Public Safety Building and open Monday – Friday 9:00 am – 5:00 pm. This will allow your officers to come in at their convenience to be sized. This is a major advantage to the department since officers will not have to leave the city limits or wait for a sizing appointment to be set up.

Spokane PD will continue to be able to use their fully customized Online Ordering System ("eQuip"). eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip reduces keying errors and provides for a seamless flow of orders from the Spokane PD customized site to the Galls warehouse management system.

Since this is already in place, the new contract will be able to flow into this seamlessly with no development downtime and Spokane PD will be able to continue to enjoy all of the benefits that they currently take advantage of.

Galls will work closely with our manufacturers to obtain product quickly to maintain compliance with Spokane PD delivery requirements.

Galls will make no substitutions on any order unless provided prior approval from Spokane PD.

Galls currently operates more than 4,300 eQuip sites nationwide, covering departments and agencies of all sizes between 25 and 100,000 users.

eQuip will continue to be a powerfully effective tool in the management of the Spokane PD uniform program.

eQuip capabilities that Spokane PD currently enjoy:

- Secure online ordering system
  - Site only accessible by username/password as assigned by Spokane PD
- Mobile device capability
- Spokane PD specific configuration
- Product offering management
  - Spokane PD products only
  - Products by employee group
- Optional shop full catalog feature
- Integrated with Galls ERP system
- Integrated order approval process
- Flexible On-Demand Reporting

Returns

Galls strives to be a partner to our contract customers. If any item is a Galls mistake, we will accept the return at the store. Or if needed a member of Galls team will pick up the item from the Public Safety Building or Police Academy. If the mistake is made in the ordering process from Spokane PD, Galls will most always return non-customized goods and will give consideration on customized goods.

Exchanges and Cancellations

Galls will exchange any non-altered (i.e. hemmed/embroidered) merchandise for the correct size. Galls will cancel orders that have not been altered, or in the event of custom merchandise that is on order, Galls will cancel the merchandise if the manufacture allows the cancellation.

Warranty

Galls will honor all manufacturer warranties.

Delivery System

Galls will deliver all items within 14 days or less unless receiving prior approval for a delay from Spokane PD.

Orders will be able to be picked up from your local Galls branch located within the City. If needed, orders will ship all orders via FedEx. Additional shipping options may be available upon request from Spokane PD.

Galls will provide a tracking number with every shipment. Additionally, tracking options will be made available on e-Quip.

Accounting System

Galls has a full service "in house" accounting and finance department and will work closely with the Spokane PD to meet specific needs and make your billing process with Galls seamless.

Electronic Billing Options

Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust.

Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers.

Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

Customized Billing Options

- Can have electronic signature capture of orders picked up at the retail/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up) have UPS or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where "shopping for" feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror.

"Invoice notes" entered on eQuip websites will print on both Billtrust and customized invoices

(50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry.

Reporting Capabilities

Galls has the capability to create a variety of custom reports that will meet the needs of Spokane PD. eQuip gives Spokane PD the ability to easily extract this data and run the reports On-Demand. Below is an example of several reports Galls runs regularly and consistently.

- Allotment Activity Report
- Order History Sales Report
- Itemized Sales Report
- Backorder Report
- Open Direct Ship Report
- Sales by Product Type

A. PROJECT MANAGEMENT - Spokane PD's Contacts

The following professional from the Galls Team will be assigned to serve the Spokane PDs to meet your IFB requirements, delivery service levels, and provide a dynamic working relationship. This team has been handling your account for up to 18 years and has in depth knowledge that adds value as there will be no start up time when the new agreement is implemented. The current online ordering system that you enjoy will continue to help us enhance your experience and keep you as productive as you currently are.

Kiley Lyons, Regional Account Executive – Kiley will be your representative. She has been with Galls for over 18 years assisting Spokane PD and other public safety agencies in Washington and Idaho with uniform and equipment needs.

Kiley will be available to answer phone calls and emails from Spokane PD within one (1) business day.

Contact information: 1-509-957-5170 or lyons-kiley@galls.com

In the event Kiley Lyons is unavailable your Account Representative will be available at taylor-michelle@galls.com or 1-859-447-9966.

Michelle Taylor, Strategic Account Manager – Michelle will be your inside sales representative. She has 30 years of experience in account management, customer service, logistics, and product knowledge.

The store that will be servicing your account is located at 1306 North Howard, Spokane, WA 99201. The store manager is Kellie Taylor, and she will be available at taylor-kellie@galls.com or 1-509-323-1104.

In addition to your key points of contact, Galls has several departments that will be involved to ensure Spokane PD is serviced at World Class Levels:

Galls Sales Management Team	***Galls Operations Team***	***Galls Senior Management Team***
Michelle Taylor, Strategic Account Manager	Kellie Taylor, Branch Manager	Mike Fadden, CEO
Kiley Lyons, Regional Account Executive	Diana Mathews, Regional Director	Jim Dugan, CRO
David House, Vice President Sales	Phil Leibensperger – Vice President Branch Ops	Dustin McDulin, CFO

EXPERIENCE OF THE FIRM

Galls has been servicing the public safety industry with their uniform needs including Police Uniform supply, sizing, fitting, alteration, and repair for fifty-seven (57) years. We have been Spokane PD's uniform provider for the last several years. We have provided the same service to Washington State Patrol, Tacoma Police Department, and Snohomish County Sheriff's Department. Contact information is shown in the reference section below.

B. References

1. Washington State Patrol
   Washington State Contract #: 01417
   Current agreement commenced July 3, 2019, and is due to run through July 2, 2025. Prior to the current agreement we were awarded a contract that ran from November 1, 2011, through July 2, 2019.

   We provide duty uniforms, outerwear, footwear and academy gear as well as embroidered goods and heat press items. We also maintain an online ordering portal that also gives real-time access to inventory and reporting.

   Pennie Clark
   Supply Section
   E: Pennie.Clark@wsp.wa.gov
   P: (360) 704-5456

2. Tacoma Police Department
   Washington State Contract #: 01417
   Current agreement commenced July 3, 2019, and the previous contract January 1, 2018, and will automatically expire concurrent with the expiration date of the Master Contract. Prior to this, the Police Department had a contract with Galls that ran January 1, 2016 – December 31, 2017. The customer utilizes the Washington State Contract in order to utilize services provided by Galls.

   We provide duty uniforms, outerwear, footwear and academy gear as well as embroidered goods and heat press items. We also maintain an online ordering portal that also gives real-time access to inventory and reporting.

   PPO R. Halbert
   Quartermaster/Fleet Coordinator
   E: rhalbert@cityoftacoma.org
   P: (253) 591-5975

3. Snohomish County Sheriff's Office
   Washington State Contract #: 01417
   Current agreement commenced July 3, 2019, and the previous contract since April 1, 2018, and will automatically expire concurrent with the expiration date of the Master Contract. The customer utilizes the Washington State Contract in order to utilize services provided by Galls.

   We provide duty uniforms, outerwear, footwear and academy gear as well as embroidered goods and heat press items. We also maintain an online ordering portal that also gives real-time access to inventory and reporting.

   Deputy Sheriff Chad Daugherty
   Rangemaster / Quartermaster
   E: Chad.Daugherty@snoco.org
   P: (425) 512-6760

Additional references can be provided upon request.

C. Related Information

1. St. Charles Parish Sheriff's Office – Police Uniforms – Contract was terminated on November 17, 2021, for service issues related to delivery, website, and ordering delays.
2. City of Cedar Rapids - Body Armor - Contract #PUR0517-248 Contract was terminated on January 18, 2022, for service issues related to delivery, website, and ordering delays.

ATTACHMENT A

PRICING AND PRODUCT INFORMATION FORM

RFP NAME: **Police Uniforms**

RFP NO: **6064-24**

The purpose of this Request for Proposals is to invite sealed Proposals to supply The City of Spokane Police Department with Uniforms and related required services. Products and quantities are estimates only for evaluation purposes and products may be added or deleted during contract term.

Unit prices are to include all costs and expenses including freight, travel, etc. to be charged for performing the services necessary to accomplish the objectives of the contract.

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
		Men's Formal/Class A Uniform			
1	25	LAPD 100% Wool Pant w/Sap Pocket	32289	$109.50	$2,737.50
2	5	LAPD Polyester Pan, no Wool	32221	$68.00	$340.00
3	25	LAPD 100% Wool Long Sleeve Shirt	20W9586	$115.35	$2,883.75
4	25	LAPD 100% Wool Short Sleeve Shirt	70R9586	$102.50	$2,562.50
5	5	LAPD Poly Blend no Wool Long Sleeve	48W6686	$73.70	$368.50
6	5	LAPD Poly Blend no Wool Short Sleeve	98R6686	$71.00	$355.00
7	15	Blue Poly Blend/navy Trim Short Sleeve		$21.80	$327.00
8	15	Blue Poly Blend/navy Trim Long Sleeve		$23.80	$357.00
9	25	Elbeco CX360 Long Sleeve Shirt	3524	$55.50	$1,375.00
10	5	Elbeco CX360 Short Sleeve Shirt	3594	$51.50	$257.50
11	25	Elbeco CX360 5 Pocket Pants	E3424R	$58.00	$1,450.00
12	25	Samuel Broome Polyester Clip on Tie w/buttonholes	45015	$11.50	$287.50
13	25	Elbeco Distinction Series Men's Long Sleeve	4424	$55.50	$1,387.50
14	25	Elbeco Distinction Series Men's 6 Pocket Pants	E454R	$82.50	$2,062.50

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
15	25	Elbeco Distinction Series Men's Short Sleeve	8840N	$68.75	$1,718.75
		Women's Formal/Class A Uniform			
16	10	LAPD 100% Wool Pant w/Sap Pocket	35289	$109.50	$1,095.00
17	5	LAPD Polyester Pant No Wool pant	35233	$62.50	$312.50
18	20	LAPD 100% Wool Long Sleeve Shirt	120W9586	$115.35	$2,307.00
19	20	LAPD 100% Wool Short Sleeve Shirt	170R9586	$102.50	$2,050.00
20	5	LAPD Poly Blend no Wool Long Sleeve	204W6686	$75.60	$378.00
21	5	LAPD Poly Blend no Wool Short Sleeve	254R6686	$71.00	$355.00
22	25	Elbeco CX360 Women's 5-Pocket Pants	E343LC	$57.75	$1,443.75
23	25	Elbeco CX360 Women's Long Sleeve	3504LC	$55.35	$1,383.75
24	5	Elbeco Women's Short Sleeve	3514LC	$51.50	$257.50
25	10	Elbeco Distinction Series Women's Long Sleeve	4434LC	$55.65	$556.50
26	10	*Elbeco Distinction Series Women's short sleeve*	9840LCN	$68.70	$687.00
27	10	Elbeco Distinction Series Women's 6 Pocket Pants	E9454LC	$82.60	$826.00
		Outerwear			
28	65	Soft Shell Jacket		$46.00	$2,990.00
29	20	Port Authority Soft Shell Core Jacket	J317	$55.05	$1,101.00
30	10	Eddie Blauer Ladies ruggest rip stop soft shelled jacket		$46.00	$460.00
31	5	5.11 Tactical ANSI Class III Reversible Jacket		$203.40	$1,017.00
32	10	5.11 Tactical Sabre Jacket	58112	$261.45	$2,614.50

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
33	65	Richardson Pro Wool Flexfit Baseball Cap	585	$14.39	$935.35
34	65	Richardson Embroidered Baseball Cap	5140	$21.55	$1,400.75
		Tac Team/EDU/Hostage/SWAT			
35	10	Tru-Spec Nylon/Cotton ¼ Zip Tactical Response Combat Shirt	2539024	$81.70	$817.00
36	10	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	$63.00	$630.00
37	10	Vertx 37.5 Men's Combat Shirt		$85.50	$855.00
38	10	Tru-spec Tru Combat Shirt	78902	$49.50	$495.00
39	10	5.11 Mens Ridge Pant	74520	$81.00	$810.00
40	10	Tru-Spec 24-7 Ops Tac T-shirt	4296005	$24.30	$243.00
41	10	5.11 Tactical Bike Patrol Pants	45502-019	$99.00	$990.00
42	10	5.11 Tactical Apex Pants	74434	$81.00	$810.00
43	10	Vertx Phantom LT2.0 Tactical Pants	F1 VTX8001	$65.70	$657.00
44	10	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	$63.00	$630.00
45	3	5.11 Valiant Duty Jacket	48153	$297.00	$891.00
46	10	5.11 Tactical Men's Snag-Free Performance Short Sleeve Polo	71049	$45.00	$450.00
47	5	5.11 Tactical Women's Snag-Free Performance Polo	61165	$45.00	$225.00
48	10	5.11 Tactical Stryke Dark Brown Pant with FlexTac	74369	$80.00	$800.00
49	5	5.11 Tactical Apex Women's Pants	64446	$81.00	$405.00
50	**5**	5.11 Tactical Women's Stryke Pants	64386	$80.00	$400.00
51	**5**	5.11 Tactical Rapid Assault Long Sleeve Shirt Black Color	72185	$65.70	$328.50
52	5	5.11 Tactical Stryke TDU Pant	74433	$68.85	$344.25

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
53	5	5.11 Tactical Multicam TDU Pant	74350	$87.30	$436.50
54	5	Balaclava Lightweight Headwear with Nomex	333005	$21.60	$108.00
55	5	Nomex BDU Shirt/Pant Set		Cancelled per addendum 1	
56	5	Gortex Camo Jacket		$107.10	$535.50
57	5	Gortex Camo Pant		$68.40	$342.00
		BLEA Clothing			
58	65	Red Kap Utility Uniform Short Sleeve Shirt Blue	ST62NV	$29.00	$1,885.00
59	50	5.11 TDU Tactical Pants Blue Rip Stop	74003	$63.00	$3,150.00
60	50	5.11 Women's TDU Tactical Pants	64359	$63.00	$3,150.00
61	65	Hanes Short Sleeve Beefy T-Shirt White	5180	$9.75	$633.75
62	25	Jerzees Crewneck Sweatshirt Long Sleeve Navy	562M	$16.50	$412.50
63	25	Jerzees NuBlend Sweatpants-Navy	973M	$19.50	$487.50
64	45	Sport-Tek Jersey Knit Shorts with pockets-Navy	ST310	$20.50	$922.50
65	65	Sport-Tek Dry Zone Long Sleeve Raglin T-Shirt	T473LS	$18.50	$1,202.50
		Honor Guard			
66	5	Flying Cross Wool Pants	32289	$109.50	$547.50
67	5	George Glove Co. Parade Gloves with Sure Grip PVC Palm Dots		$9.00	$45.00
68	5	Midway Cap Co. 8-pt Polyester Duty Cap		$54.90	$274.50
69	5	Midway Cap Co. Metal floral strap		$21.60	$108.00
70	5	Custom Style 500 Jacket w/Choker Collar		$703.00	$3,515.00

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
71	5	5.11 Tactical Men's Snag-free Performance short sleeve Polo	71049	$45.00	$225.00
72	5	Gould & Goodrich Shoulder Strap	H99	$65.00	$325.00
73	5	Gould & Goodrich Black Sliding Dee – High gloss/brass	H99DCLBR	$19.55	$97.75
74	5	Army Style Shoulder Cord – No Tip	501	$10.79	$53.95
75	5	Gould & Goodrich leather 2 Row Stitch Duty Belt	F/LB59	$97.00	$485.00
		Property and Evidence			
76	25	5.11 Tactical Black (019) or Navy (724) Taclite Pro Pants	74273	$56.25	$1,406.25
77	5	Red Kap Navy Shop Coat	KT30NV	$39.00	$987.50
78	5	SanMar ¼ Zip Sweatshirt		$34.50	$172.50
79	5	Port & Company Knit Watch Cap	CP90	$4.50	$22.50
80	25	Vertex Tan (TPN), Black (BKP), Red(RDP) polo shirt w/embroidered logo	VTX4000	$51.30	$1,282.50
81	5	5.11 Tactical 8" Atec Shield Zipper Composite Toe Boot		$148.50	$742.50
82	5	5.11 Tactical 6" Shield Side Zip Boot	12019	$139.50	$697.50
83	10	Edge Eyewear Safety Glasses		$22.50	$225.00
		Bike Patrol/Motors			
84	6	5.11 Bike Patrol Pant	45502	$99.00	$594.00
85	6	5.11 Tactical Bike Patrol Polo	71322	$58.05	$348.30
86	5	Danner Acadia 8" Waterproof Duty Boot	21210	$386.95	$1,934.75
87	5	Danner 8" Recon Insulated Boot	69410	$395.95	$1,979.75

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
		Insignias			
88	50	Blackinton Silver S.P. collar brass	A7340	$13.50	$675.00
89	50	Blackinton Gold S.P. collar brass	A7340	$13.50	$675.00
90	20	Reeves Silver and Gold Name tags	69	$23.00	$460.00
91	6	Sgt Brass Chevrons small	J59	$8.50	$51.00
92	6	PFC Brass Chevrons small	J56	$8.20	$49.20
93	12	Lt. Bars/Shirt	J61	$8.55	$102.60
94	4	Blackinton Major Oak Leaf ¾	BD413	$8.55	$34.20
95	4	Chief Double Star Small	J100	$13.40	$53.60
96	4	Chief Triple Star Small	J102	$19.30	$77.20
97	5	Three Character 3/8” Collar Brass	CX492	$13.50	$67.50
98	5	Four Character 3/8” Collar Brass	CB643	$18.05	$90.25
		Patches			
99	200	SPD Shoulder Patch/artwork provided		Priced per request	
100	500	SPD Badge Patch/artwork provided		Priced per request	
101	100	Motor Wheel Patch	E750	$3.15	$315.00
102	200	Standard Royal Blue Chevrons Silver Trim PFC	5425C	$3.15	$630.00
103	200	Standard Royal Blue Chevrons Silver Trim SGT	5425S	$3.15	$630.00
104	50	Dark Gold on Black Service Bars		Priced per request	
105	50	Silver on Black Service Bars		Priced per request	
106	50	Specialty Patches/artwork provided		Priced per request	

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
		Accessories/Miscellaneous			
107	10	Patent Leather Shoes	1180	$76.50	$765.00
108	10	Leather Gloves/K-9/ 5.11	59307	$45.00	$450.00
109	**5**	Flying Cross Command System 3 Polyester Trousers	32230	$89.00	$445.00
110	**10**	Replacement Belt Buckle	1020926	$9.00	$90.00
		Molle Pouches for External Vest Carriers			
111	50	5.11 Tactical Flex Admin Pouch	56429-019	$32.40	$1,620.00
112	50	Duty Double Handcuff Taco	41D002BK	$56.70	$2,835.00
113	50	HSG Multi Access Comm Taco molle Pouch	11MAC0BK	$52.20	$2,610.00
114	25	Stun Gun Taco Molle	11SG00BK	$51.30	$1,282.50
115	50	HSG Triple Pistol Taco Molle	11PT03BK	$78.30	$3,915.00
116	50	Flashlight or Baton Holder Molle	11EX00BK	$34.20	$1,710.00
117	50	HSG Taco Universal Single Mag Pouch	11PT00BK	$31.50	$1,575.00
118	50	HSG Handcuff Taco Mole Pouch	11DC00BK	$39.60	$1,980.00
119	25	5.11 Tactical VTAC 6X6 Utility Pouch	58713-019	$28.80	$720.00
120	25	5.11 Tactical Molle 6X6 Med Pouch	58715	$32.40	$810.00
121	10	HSGI Clips Short, 12 pack	TE1681 BLK	$22.50	$225.00
122	10	HSGI Clips Long, 12 pack	TE1974 BLK LNG	$24.30	$243.00
123	10	HSGI CLIPS LONG, 6 PACK	TE1681 BLK	$24.30	$243.00

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
		Sewing and Alterations			
124	20	Sew on 2 Shoulder Patches on Coats		$2.99 per patch	$119.60
125	100	Sew on 2 Shoulder Patches on Shirts		$2.99 per patch	$598.00
126	100	Alter Trouser Length		$5.99	$599.00
127	100	Alter Waist		$9.99	$999.00
128	15	Sew on Belt Loops		$9.99	$149.85
129	100	Sew on Chevrons/Longevity strips		$2.99	$299.00
130	100	Alter Sleeve Length		$8.50	$850.00
131	20	Sew on Cloth Badge to Coat		$2.99	$59.80
132	50	Repair holes, inseams, zippers	*Repair inseams **Repair Holes and Zippers	$6.99* $9.99**	$349.50
	SUBTOTAL				$110,206.65

DISCOUNT FROM MANUFACTURER RETAIL – ITEMS NOT SPECIFIED ABOVE

MANUFACTURER	**% DISCOUNT**
FECHEIMER/FLYING CORSS	10%
ELBECO	5%
High Speed Gear	5%
5.11	10%

Signature on Proposal acknowledges agreement to furnish the above items at the prices stated, subject to the conditions and requirements of this Request for Proposal.

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER
State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. Attach list if necessary.

NAME ADDRESS ZIP

PLACE OF SALE
(List "place of sale" for the purpose of local sales tax, i.e. outlet at which or from which delivery is made to the City of Spokane.)

NAME ADDRESS ZIP

Galls, LLC 1306 N. Howard, Spokane, WA 99201

ATTACHMENT B

MINIMUM SPECIFICATION FORM

The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award in a manner that is most advantageous to the continued operation of the City. Items identified as equivalent will be evaluated by the City and City will determine if item meets specifications. A sample uniform must be provided at no cost upon request if the City determines the need during evaluation of Proposals.

A. "To Be Supplied" Column
Vendor will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance given.

B. "Exceptions" Column
Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number) if there is not adequate space on table below.

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
	Men's Formal/Class A Uniform			
1	LAPD 100% Wool Pant w/Sap Pocket	32289	X	
2	LAPD Polyester Pan, no Wool	32221	X	
3	LAPD 100% Wool Long Sleeve Shirt	20W9586	X	
4	LAPD 100% Wool Short Sleeve Shirt	70R9586	X	
5	LAPD Poly Blend no Wool Long Sleeve	48W6686	X	
6	LAPD Poly Blend no Wool Short Sleeve	98R6686	X	
7	Blue Poly Blend/navy Trim Short Sleeve		X	
8	Blue Poly Blend/navy Trim Long Sleeve		X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
9	Elbeco CX360 Long Sleeve Shirt	3524	X	
10	Elbeco CX360 Short Sleeve Shirt	3594	X	
11	Elbeco CX360 5 Pocket Pants	E3424R	X	
12	Samuel Broome Polyester Clip on Tie w/button holes	45015	X	
13	Elbeco Distinction Series Men's Long Sleeve	4424	X	
14	Elbeco Distinction Series Men's 6 Pocket Pants	E454R	X	
15	Elbeco Distinction Series Men's Short Sleeve	8840N	X	
	Women's Formal/Class A Uniform			
16	LAPD 100% Wool Pant w/Sap Pocket	35289	X	
17	LAPD Polyester Pant No Wool pant	35233	X	
18	LAPD 100% Wool Long Sleeve Shirt	120W9586	X	
19	LAPD 100% Wool Short Sleeve Shirt	170R9586	X	
20	LAPD Poly Blend no Wool Long Sleeve	204W6686	X	
21	LAPD Poly Blend no Wool Short Sleeve	254R6686	X	
22	Elbeco CX360 Women's 5-Pocket Pants	E343LC	X	
23	Elbeco CX360 Women's Long Sleeve	3504LC	X	
24	Elbeco Women's Short Sleeve	3514LC	X	
25	Elbeco Distinction Series Women's Long Sleeve	4434LC	X	
26	*Elbeco Distinction Series Women's short sleeve*	9840LCN	X	
27	Elbeco Distinction Series Women's 6 Pocket Pants	E9454LC	X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
	Outerwear			
28	Soft Shell Jacket		X	
29	Port Authority Soft Shell Core Jacket	J317	X	
30	Eddie Blauer Ladies ruggest rip stop soft shelled jacket		X	
31	5.11 Tactical ANSI Class III Reversible Jacket		X	
32	5.11 Tactical Sabre Jacket	58112	X	
33	Richardson Pro Wool Flexfit Baseball Cap	585	X	
34	Richardson Embroidered Baseball Cap	5140	X	
	Tac Team/EDU/Hostage/SWAT			
35	Tru-Spec Nylon/Cotton ¼ Zip Tactical Response Combat Shirt	2539024	X	
36	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	X	
37	Vertx 37.5 Men's Combat Shirt			Vertx F1 XTX1910
38	Tru-spec Tru Combat Shirt	78902	X	
39	5.11 Mens Ridge Pant	74520	X	
40	Tru-Spec 24-7 Ops Tac T-shirt	4296005	X	
41	5.11 Tactical Bike Patrol Pants	45502-019	X	
42	5.11 Tactical Apex Pants	74434	X	
43	Vertx Phantom LT2.0 Tactical Pants	F1 VTX8001		Vertx TR2999
44	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	X	
45	5.11 Valiant Duty Jacket	48153	X	
46	5.11 Tactical Men's Snag-Free Performance Short Sleeve Polo	71049	X	
47	5.11 Tactical Women's Snag-Free Performance Polo	61165	X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
48	5.11 Tactical Stryke Dark Brown Pant with FlexTac	74369	X	
49	5.11 Tactical Apex Women's Pants	64446	X	
50	5.11 Tactical Women's Stryke Pants	64386	X	
51	5.11 Tactical Rapid Assault Long Sleeve Shirt Black Color	72185	X	
52	5.11 Tactical Stryke TDU Pant	74433		5.11 TR3142
53	5.11 Tactical Multicam TDU Pant	74350	X	
54	Balaclava Lightweight Headwear with Nomex	333005	X	
55	Nomex BDU Shirt/Pant Set		X	
56	Gortex Camo Jacket		X	Digital Woodland color: $116.99 Multicam color: $184.50
57	Gortex Camo Pant		X	Digital Woodland color: $77.39 Multicam color: $126.00
	BLEA Clothing			
58	Red Kap Utility Uniform Short Sleeve Shirt Blue	ST62NV	X	
59	5.11 TDU Tactical Pants Blue Rip Stop	74003	X	
60	5.11 Women's TDU Tactical Pants	64359	X	
61	Hanes Short Sleeve Beefy T-Shirt White	5180	X	
62	Jerzees Crewneck Sweatshirt Long Sleeve Navy	562M	X	
63	Jerzees NuBlend Sweatpants-Navy	973M	X	
64	Sport-Tek Jersey Knit Shorts with pockets-Navy	ST310	X	
65	Sport-Tek Dry Zone Long Sleeve Raglin T-Shirt	T473LS	X	
	Honor Guard			

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
66	Flying Cross Wool Pants	32289	X	
67	George Glove Co. Parade Gloves with Sure Grip PVC Palm Dots		X	
68	Midway Cap Co. 8-pt Polyester Duty Cap		X	
69	Midway Cap Co. Metal floral strap		X	
70	Custom Style 500 Jacket w/Choker Collar		X	
71	5.11 Tactical Men's Snag-free Performance short sleeve Polo	71049	X	
72	Gould & Goodrich Shoulder Strap	H99	X	
73	Gould & Goodrich Black Sliding Dee – High gloss/brass	H99DCLBR	X	
74	Army Style Shoulder Cord – No Tip	501	X	
75	Gould & Goodrich leather 2 Row Stitch Duty Belt	F/LB59	X	
	Property and Evidence			
76	5.11 Tactical Black (019) or Navy (724) Taclite Pro Pants	74273	X	
77	Red Kap Navy Shop Coat	KT30NV	X	
78	SanMar ¼ Zip Sweatshirt		X	
79	Port & Company Knit Watch Cap	CP90	X	
80	Vertex Tan (TPN), Black (BKP), Red(RDP) polo shirt w/embroidered logo	VTX4000	X	Logo and shirt will be invoiced separately
81	5.11 Tactical 8" Atec Shield Zipper Composite Toe Boot		X	
82	5.11 Tactical 6" Shield Side Zip Boot	12019	X	
83	Edge Eyewear Safety Glasses		X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
	Bike Patrol/Motors			
84	5.11 Bike Patrol Pant	45502	X	
85	5.11 Tactical Bike Patrol Polo	71322	X	
86	Danner Acadia 8” Waterproof Duty Boot	21210	X	
87	Danner 8” Recon Insulated Boot	69410	X	
	Insignias			
88	Blackinton Silver S.P. collar brass	A7340	X	
89	Blackinton Gold S.P. collar brass	A7340	X	
90	Reeves Silver and Gold Name tags	69	X	
91	Sgt Brass Chevrons small	J59	X	
92	PFC Brass Chevrons small	J56	X	
93	Lt. Bars/Shirt	J61	X	
94	Blackinton Major Oak Leaf ¾	BD413	X	
95	Chief Double Star Small	J100	X	
96	Chief Triple Star Small	J102	X	
97	Three Character 3/8” Collar Brass	CX492	X	
98	Four Character 3/8” Collar Brass	CB643	X	
	Patches			
99	SPD Shoulder Patch/artwork provided		X	***See below
100	SPD Badge Patch/artwork provided		X	***See below
101	Motor Wheel Patch	E750	X	

***Requires a separate quote at the time of order. Prices vary based on quantity, size and the intricacy of design of the particular emblem in question.

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
102	Standard Royal Blue Chevrons Silver Trim PFC	5425C	X	
103	Standard Royal Blue Chevrons Silver Trim SGT	5425S	X	
104	Dark Gold on Black Service Bars		X	***See below
105	Silver on Black Service Bars		X	***See below
106	Specialty Patches/artwork provided		X	***See below
	Accessories/Miscellaneous			
107	Patent Leather Shoes	1180	X	
108	Leather Gloves/K-9/ 5.11	59307		5.11 GL1267
109	Flying Cross Command System 3 Polyester Trousers	32230	X	
110	Replacement Belt Buckle	1020926	X	
	Molle Pouches for External Vest Carriers			
111	5.11 Tactical Flex Admin Pouch	56429-019	X	
112	Duty Double Handcuff Taco	41D002BK	X	
113	HSG Multi Access Comm Taco molle Pouch	11MAC0BK	X	
114	Stun Gun Taco Molle	11SG00BK	X	
115	HSG Triple Pistol Taco Molle	11PT03BK	X	
116	Flashlight or Baton Holder Molle	11EX00BK	X	
117	HSG Taco Universal Single Mag Pouch	11PT00BK	X	
118	HSG Handcuff Taco Mole Pouch	11DC00BK	X	
119	5.11 Tactical VTAC 6X6 Utility Pouch	58713-019	X	
120	5.11 Tactical Molle 6X6 Med Pouch	58715	X	

***Requires a separate quote at the time of order. Prices vary based on quantity, size and the intricacy of design of the particular emblem in question.

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	**NAME AND DESCRIPTION**	**MANU-FACTURER #**	**TO BE SUPPLIED**	**EXCEPTIONS**
121	HSGI Clips Short, 12 pack	TE1681 BLK	X	
122	HSGI Clips Long, 12 pack	TE1974 BLK LNG	X	
123	HSGI CLIPS LONG, 6 PACK	TE1681 BLK	X	
	Sewing and Alterations			
124	Sew on 2 Shoulder Patches on Coats		X	
125	Sew on 2 Shoulder Patches on Shirts		X	
126	Alter Trouser Length		X	
127	Alter Waist		X	
128	Sew on Belt Loops		X	
129	Sew on Chevrons/Longevity strips		X	
130	Alter Sleeve Length		X	
131	Sew on Cloth Badge to Coat		X	
132	Repair holes, inseams, zippers		X	Price for inseam repair is separate from hole and zipper repair

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

October 17, 2022

Attention: Accounts Payable Department
RE: Change in Remittance Instructions

Dear Valued Customer:
To simplify our business processes, we are consolidating our banking facilities effective November 1st, 2022. Please send all payments and remittances to the following location:

For Electronic Payments:
Bank of America
ACH Routing Number: 125000024
Wire Routing Number: 026009593
SWIFT Code: BOFAUS3N
Account Number: 138110443128
Remittance to Cash@Galls.com

Regular Mail:
Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

For Overnight Delivery:
Galls LLC
c/o: Bank of America Lockbox Services
Lockbox 505614
800 Market Street. 4th Floor
St. Louis, MO 63101

Please make the necessary changes to your records so that payments issued after November 1st, 2022, are sent to the new remittance location. For questions, please contact the Galls' AR Department at the following number or email address; 866-286-1360 or AR@Galls.com.

Thanks in advance for your cooperation.

Dustin McDulin
Chief Financial Officer
Galls, LLC

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Galls Parent Holdings, LLC

2 Business name/disregarded entity name, if different from above
Galls, LLC (FEIN 20-3545989)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1340 RUSSELL CAVE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
LEXINGTON, KY 40505

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 2 – 4 0 9 9 4 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 1/2/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls, LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls, LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

Dustin McDulin
Chief Financial Officer

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address: 1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address: 140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Filter

Endorsements held a	License #	Count	Details	Status	Expiratior	First issua

Endorsements held a	License #	Count	Details	Status	Expiratior	First issua
Anacortes General Business - Non-Resident				Active	Dec-31-2(	Feb-06-2(
Bellingham General Business	055346			Active		Jan-27-2(
Clyde Hill General Business - Non-Resident				Active	Dec-31-2(	Feb-03-2(
DuPont General Business - Non-Resident	2981			Active	Dec-31-2(	Jan-28-2(
Duvall General Business - Non-Resident				Active	Dec-31-2(	Jan-29-2(
Gig Harbor General Business - Non-Resident				Active	Dec-31-2(	Jan-28-2(
Issaquah General Business - Non-Resident				Active	Dec-31-2(	Jan-28-2(
Lacey General Business - Non-Resident	24514			Active	Dec-31-2(	Jan-07-2(
Longview General Business - Non-Resident	279761			Active	Dec-31-2(	Feb-04-2(
Marysville General Business - Non-	7227RET5			Active	Dec-31-2(	Feb-12-2(

Endorsements held a	License #	Count	Details	Status	Expiratior	First issua
Resident						
Olympia General Business - Non-Resident	28797			Active	Dec-31-2(	Jan-28-2(
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2(	Feb-02-2(
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2(	Jan-28-2(
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2(	Feb-06-2(

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

Governing people	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022

Registered trade names	Status	First issued
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/19/2024 10:03:08 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Client#: 1778682 GALLSLLC11

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/04/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
312 Elm Street, 24th Floor
Cincinnati, OH 45202
513 852-6300

CONTACT NAME: Trip Yersky
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: trip.yersky@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Insurance Corporation	39217
INSURER B : General Casualty Company of Wisconsin	24414
INSURER C : Praetorian Insurance Company	37257
INSURER D : Cincinnati Insurance Company	10677
INSURER E : North Pointe Insurance Co	27740
INSURER F :	

INSURED
CB General Holdings, LLC; Galls LLC
1340 Russell Cave Road
Lexington, KY 40505

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			171000318	03/01/2024	03/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			161000042	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			191000210	03/01/2024	03/01/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			152000028	03/01/2024	03/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability			EXS0570374	03/01/2024	03/01/2025	$15,000,000	

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

CERTIFICATE HOLDER

City Of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 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

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CITY OF SPOKANE

Agenda Sheet for City Council:

Committee Meeting Information:

Urban Experience | Consent

04/08/2024 | Duration: 0 min.

Status: **SUBMITTED TO AGENDA**

Council Meeting Date: 04/22/2024 | Briefing date: 04/15/2024

Date Rec'd (Clerk use only)	3/26/2024
Clerk's File #	OPR 2019-0649
Renews #	
Cross Ref #	26184
Project #	
Bid #	
Requisition #	

Submitting Dept*:	COMMUNITY, HOUSING & HUMAI	
Contact Name & Phone*:	ADAM SCHOOLEY	6053
Contact E-Mail*:	ASCHOOLEY@SPOKANECITY.ORG	
Add'l Docs Attached? ☐	Contract Item	
Council Sponsor(s):	ZZAPPONE	JBINGLE / KKLITZKE

Agenda Item Name: Begin with Dept #

1680- BUDGET AMENDMENT TO THE HEN CONTRACT PY2024 W

Agenda Wording*: (62 character max) ☐ Additional attached?

Requesting approval to add HEN FCS PY2024 award to the contract for HEN subrecipient Goodwill Industries of the Inland Northwest and a budget shift of $42,241.92 from admin to operations.

Summary (Background)*: (58 character max.) ☐ Additional attached?

We are requesting approval to add the HEN FCS PY2024 award to the contract for our current HEN subrecipient, Goodwill Industries of the Inland Northwest. This funding is only eligible for HEN providers who are also Foundational Community Supports (FCS) providers. This leaves Goodwill Industries of the Inland Northwest as our only eligible recipient. We are also asking for approval for a budget shift of $42,241.92 from admin to operations.

Approved in current year budget? ◉ Yes ○ No ○ N/A

Total cost: $

Current year cost: $

Subsequent year(s) cost: $

Narrative: (255 character max)

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...

Lease? Yes ○ No ◉ Grant related? Yes ◉ No ○ Public Works? Yes ○ No ◉

Fiscal Impact		**Budget Account** ☐ Additional attached?	
Neutral	$ 42,241.92	#	1540-95658-65410-54201-99999
Select	$	#	
Select	$	#	
Select	$	#	

Approvals		**Distribution List** (Emails preferred) ☐ Additional?
Dept Head	CULTON, RICHARD	Vendor Signer (First & Last Name & E-Mail)
Division Director	KINDER, DAWN	
Accounting Manager	MURRAY, MICHELLE	

Legal	HARRINGTON, MARGARET	
Executive	PICCOLO, MIKE	
Additional Approvals		
ACCOUNTING - GRAI	MURRAY, MICHELLE	
Select Dept 2	NECHANICKY, JASON	
Select Dept 3		
Select Dept 4		

Save Cancel View Related Documents

Committee Agenda Sheet
Urban Experience Committee

Committee Date	4.8.24
Submitting Department	CHHS
Contact Name	Adam Schooley
Contact Email & Phone	aschooley@spokanecity.org, 6053
Council Sponsor(s)	Zappone, Bingle, Klitze
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Budget Amendment to the HEN contract PY2024 with Goodwill Industries of the Inland Northwest.
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Washington State Department of Commerce has awarded the city of Spokane Housing and Essential Needs - Foundational Community Supports (HEN FCS) Bridge funding. This funding is only available for current HEN providers. FOUNDATIONAL COMMUNITY SUPPORTS (FCS) program, developed under Washington State's 1115 Medicaid Waiver provides supported employment and supportive housing services to Medicaid beneficiaries with behavioral health needs and other risk factors. These services are designed to promote self-sufficiency by helping beneficiaries obtain and maintain housing and/or competitive employment. We are also asking for approval for a budget shift of ***$42,241.92*** from admin, as well as ***$200,000.00*** from operations to help add additional funding for HEN Rent/Facility support cost. With these shifts Goodwill will be able to better serve the community. Goodwill is requesting this budget shift amendment in hopes they can spend down the additional funding within the allotted time frame.

Fiscal Impact

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

Total Cost: No costs

Current year cost:

Subsequent year(s) cost:

Narrative: We are requesting approval to add the HEN FCS PY2024 award to the contract for our current HEN subrecipient, Goodwill Industries of the Inland Northwest. This funding is only eligible for HEN providers who are also Foundational Community Supports (FCS) providers. This leaves Goodwill Industries of the Inland Northwest as our only eligible recipient. We also asking for approval for a budget shift of ***$42,241.92*** from admin, as well as ***$200,000.00*** from operations to help add additional funding for HEN Rent/Facility support cost. With these shifts Goodwill will be able to better serve the community. Goodwill is requesting this budget shift amendment in hopes they can spend down the additional funding within the allotted time frame.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? This funding source was made available to the City of Spokane by the Washington State Department of Commerce.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) This amendment will add $199,555.50 in availible funding for HEN FCS eligible programs and clients. There are not Match requirments. There is also funding availible for the 2025 program year once a HEN subrecipient has been idetified.
Operations Impacts
What impacts would the proposal have on historically excluded communities? **Before our HEN clients needed to be referred to FCS support programs. They will now be able to offer them.**
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? **The Shelter will track number of individuals residing per CHHS request.**
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? **Data on bed and unit inventory is collected at least annually and is entered into CMIS. This data is used in several reports such as the Housing Inventory Count, System Performance Measures, the Longitudinal System Analysis report, and the Annual Homeless Assessment Report.**
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 the 5-year strategy to end homelessness**

City Clerk's No. __OPR 2019-0649_

City of Spokane

AGREEMENT AMENDMENT I

Title: Housing and Essential Needs Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Goodwill Industries of the Inland Northwest**, whose address is 130 East Third Avenue, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the Housing and Essential Needs Program; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amended by this written document; and

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

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

1. CONTRACT DOCUMENTS.
The original Agreement, dated August 8, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Agreement Amendment shall become effective on January 1, 2024.

3. AMENDMENT.
SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED FIFTY-FIVE AND 50/100 DOLLARS ($199,555.50)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FIFTEEN MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE AND 72/100 DOLLARS ($15,779,481.72)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

Category	Amount
SFY 2019 – 2023	$12,078,826.22
SFY 2024	
Rent and Housing Costs	$ 1,877,174.92
Operations	$ 1,534,406.00
Administration	$ 89,519.08
FCS Bridge Admin	$ 7,543.50
FCS Bridge Rent	$ 68,452.00

FCS Bridge Ops	$ 123,560.00
Subtotal	$ 3,700,655.50
TOTAL	$$15,779,481.72

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

GRANTEE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Attachment 1 – Debarment Certification

Out of Cycle Contract Amendment / Budget Shift Request

Date Requested: 2/9/2024
Agency Requesting: Goodwill Industries
Contact Person: Halie Akre
Email: HalieA@giin.org
Phone: 509-321-3353
OPR: 2019-0649

Type of Revision Requested ☑ Budget Revision ☐ Performance ☐ Other

Please Describe your Request

We are requesting approval to add the HEN FCS 2024 award to the contract for our current HEN subrecipient, Goodwill Industries of the Inland Northwest. This funding is only meant for HEN providers who are also Foundational Community Supports (FCS) providers. This leaves Goodwill Industries of the Inland Northwest as our only eligible recipent.
We are hoping to backdate this funding availibity to 7/1/2023. This is so we can cover any eligible costs the program may have accrued during the funding availibly. This will help the service provider to recooperate costs that have yet to be covered.

We are also asking for approval for a budget shift of ***$42,241.92*** from admin, as well as ***$200,000.00*** from operations to help add additional funding for HEN Rent/Facility support cost. With these shifts Goodwill will be able to better serve the community. Goodwill is requesting this budget shift amendment in hopes they can spend down the additional funding with in the allotted time frame.

If this is a budget revision please update the budget chart below

HEN FCS budget impact

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through 2/29/24	Balance Remaining
Admin	$ 140,760.00	$ 7,543.50	$ 148,303.50	$ 42,241.83	$ 106,061.67
Bridge Rent		$ 68,452.00	$ 68,452.00		$ 68,452.00
Operations	$ 1,852,858.00	$ 123,560.00	$ 1,976,418.00	$ 685,186.83	$ 1,291,231.17
HEN Rent/Fac Support	$ 1,746,591.00		$ 1,746,591.00	$ 136,763.61	$ 1,609,827.39
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
TOTAL	**$ 3,740,209.00**	**$ 199,555.50**	**$ 3,939,764.50**	**$ 864,192.27**	**$ 3,075,572.23**

The amount adjusted represents 0% of the total budget.

Budget shift request

Budget Category	NEW Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
Admin	$ 148,303.50	$ (42,241.92)	$ 106,061.58	$ 42,241.83	$ 63,819.75
Bridge Rent	$ 95,692.00		$ 95,692.00		$ 95,692.00
Operations	$ 1,949,178.00	$ (200,000.00)	$ 1,749,178.00	$ 685,186.83	$ 1,063,991.17
HEN Rent/Fac Support	$ 1,746,591.00	$ 242,241.92	$ 1,988,832.92	$ 136,763.61	$ 1,852,069.31
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
TOTAL	**$ 3,939,764.50**	**$ -**	**$ 3,939,764.50**	**$ 864,192.27**	**$ 3,075,572.23**

The amount adjusted represents 0% of the total budget.

RECEIVED
AUG 1 5 2019
CITY CLERK'S OFFICE

City of Spokane
Minor Contract Summary

OPR # 2019-0649
Cross Ref OPR 2019-0271
Destruct Date 1-1-2026
Clerk's Dist. 08-16-2019

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name CHHS
Department Project # HHOS 2019-2024

New Contract ■
CR # 20798000
Date: 8/7/2019
Vendor ID: 035532

Contractor/Consultant

Name: Goodwill Industries of the Inland Northwest
Address: 130 E. 3rd Ave.
City, State, Zip: Spokane, WA 99202

Remittance Address:
City, State, Zip:

Summary of Services

The attached 2019-2024 HHOS CHG Agreement provides funding for the Housing and Essential Needs Program. This project was approved by City Council on 04/15/2019.

Amount: $1,052,282.00
Maximum Amount: $1,052,282.00
Beginning Date: 07/01/2019

Budget Code: 1540·95572·65410·54201·73903
Expiration Date: 12/31/2019
Open-Ended: ☐

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.)
- ■ Insurance Certificate (attach to the contract)
- ■ City Business Registration (attach verification that a current business license number exists)
- ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
- ■ Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- ■ Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact:
Funds are available in the appropriate budget account

	Signature	Date
Accountant		8.8.2019
Department Head		8/8/19
Other		
Grants Mgt. (if applicable)		8/15/19

Distribution List

Contractor E-mail: bradenf@giin.org; darlenem@giin.org; kristinew@giin.org
Dept. Contact E-mail: mrdavis; tdanzig; cbrown; kburnett; chhsaccounting@spokanecity.org; hmis@spokanecity.org;

Contract Accounting
Taxes and Licenses
Sally Stopher sstopher@spokanecity.org
aduffey;

City Clerks No. OPR2019-0649

AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND GOODWILL INDUSTRIES OF THE INLAND NORTHWEST ("GRANTEE") IN CONJUNCTION WITH 2019 – 2024 HOMELESS HOUSING, OPERATIONS, AND SERVICES PROGRAM (HHOS) CONSOLIDATED HOMELESS GRANT ("CHG")

1. Grantee Goodwill Industries of the Inland Northwest 130 East Third Avenue Spokane, Washington 99202	**2.Contract Amount** $1,052,282.00	**3. Tax ID#** 91-0597006 **4. DUNS#** 076636745
5. Grantee's Program Representative Braden Fish, General Manager 130 E. 3rd Ave. Spokane, WA 99202 (509) 444-4374 bradenf@giin.org	**6. City's Program Representative** Tija Danzig, Homeless Program Manager 808 W. Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6052 tdanzig@spokanecity.org	
7. Grantee's Financial Representative Darlene Morrison, Contracts Manager 130 E. 3rd Ave. Spokane, WA 99202 (509) 444-2392 darlenem@giin.org	**8. City's Contract Representative** Matt Davis, Homeless Program Specialist 808 W. Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6815 mrdavis@spokanecity.org	

9. Grantor Award # 20-46108-30	**10. Start Date** 07/01/2019	**11. End Date** 12/31/2019	
12. Federal Funds N/A	**CFDA #** N/A	**Federal Agency** N/A	
13. Total Federal Award N/A	**14. Federal Award Date** N/A	**15. Research & Development?** No	**16. Indirect Cost Rate** 10% MTDC

17. Grantee Selection Process: **(check all that apply or qualify)** **( ) Sole Source** **( ) A/E Services** **(X) Competitive Bidding/RFP** **( ) Pre-approved by Funder**	**18. Grantee Type: (check all that apply)** **( ) Private Organization/Individual** **( ) Public Organization/Jurisdiction** **( ) CONTRACTOR** **(X) SUBRECIPIENT** **(X) Non-Profit ( ) For-Profit**

19. Grant Purpose: This grant is designed to support an integrated system of housing assistance that can immediately address the need of a household or individual experiencing homelessness, in turn connecting them with the resources needed to end that homeless episode. Funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on permanent housing options for clients.

20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) CITY Guidelines for HHOS Grants, (3) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (4) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (5) Data Quality Plan, (6) CITY's Grant Agreement with the Department of Commerce, (7) Attachment "A" – Debarment Certification, and (8) Attachment "B" – Grantee Billing Form.

(FACE SHEET)

City Clerks No. _____

AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND GOODWILL INDUSTRIES OF THE INLAND NORTHWEST ("GRANTEE") IN CONJUNCTION WITH 2019 – 2024 HOMELESS HOUSING, OPERATIONS, AND SERVICES PROGRAM (HHOS) CONSOLIDATED HOMELESS GRANT ("CHG")

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(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a Housing and Essential Needs Program ("Program") in a manner satisfactory to the CITY, and in accordance with the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY".

For Programs funded with Consolidated Homeless Grant ("CHG") funds, the GRANTEE shall also comply with the General Terms and Conditions as specified in the CITY's Grant Agreement with the Washington State Department of Commerce (incorporated herein by reference).

B. PROGRAM DELIVERY.

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	GI—HP—HEN Prevention / GI—RRH-HEN Rapid Rehousing
Population(s) Served:	Single Men + Single Women
# of Units in Inventory:	N/A
# of Beds in Inventory:	N/A
Projected # of Households Served	900

Performance Measure	2016 Calendar Year Baseline	2017 – 2019 Program Target	Change from Baseline
Metric 4.4: % of adult leavers with income growth (earned income only).	8.0%	12.0%	4.0%
Metric 4.5: % of adult leavers with income growth (non-employment income only).	31.9%	35.0%	3.1%
Metric 4.6: % of adult leavers with income growth, including earned income and non-employment cash.	38.9%	47.0%	8.1%

Metric 7b.1: % of exits to permanent housing destinations.	42.6%	45.5%	2.9%
Local Measure: average # of days from enrollment to housing placement.	44.2	39.5	-4.7

It is the intent of the CITY to continue funding for this Program for the term of this Agreement based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the CITY and entirely contingent upon receipt of state and local grant funds specifically allowed for this Program.

C. COORDINATED ASSESSMENT.
The GRANTEE shall participate in the Spokane Continuum of Care Coordinated Assessment system.

D. RENTAL ASSISTANCE.
The GRANTEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

E. CHILDREN'S SERVICES.
If the project provides housing or services to families, GRANTEE shall designate a staff person to be responsible for ensuring that children being served through the project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start

F. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.
The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the CITY's Guidelines for the Homeless Housing, Operations, and Services Grants.

G. PERFORMANCE MONITORING.
The CITY will monitor the performance of the GRANTEE on a risk-based approach against the performance goals as stated above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: PERIOD OF PERFORMANCE

The term of this Agreement shall commence as of the date printed on the FACE SHEET, and shall terminate on the date printed on the FACE SHEET, unless terminated sooner upon mutual

agreement of the PARTIES or upon termination of the CITY's Homeless Housing, Operations, and Services Program. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of Program funds or other Program assets, including program income.

SECTION NO. 3: BUDGET

Category	Amount
Rent and Housing Costs	$736,596
Operations	$295,286
Administration	$20,400
TOTAL	$1,052,282

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the PARTIES.

B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory CITY training and information meetings.

The GRANTEE shall notify CITY in writing of any changes in the Key Personnel assigned to the Program within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The GRANTEE shall at all times remain an "independent contractor" with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor, and thus GRANTEE is solely responsible.

B. HOLD HARMLESS.
The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the Program, activities, services or subject matter called for in this Agreement.

C. WORKERS' COMPENSATION.
The GRANTEE shall provide statutorily sufficient Workers' Compensation Insurance coverage for all subject employees involved in the performance of this Agreement in accordance 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.

D. INSURANCE AND BONDING.
During the term of the Agreement, the GRANTEE shall maintain in force, solely at its own expense, the following types and amounts of insurance:

1) 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. Supplemental Umbrella insurance coverage combined with the General Liability Insurance of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE's services to be provided under this Agreement; and

2) 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 or non-owned vehicles.

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 GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns this signed Agreement.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis**. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the Program/activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and

b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and

c. Ineffective or improper use of funds provided under this Agreement; and/or

d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

I. 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 a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the GRANTEE 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.

J. DEBARMENT AND SUSPENSION

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

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. DOCUMENTATION AND RECORD KEEPING.

1) Records to be Maintained.

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

a. Records documenting homeless status, or at risk of homeless status;

b. Records documenting reasonable belief of imminent threat of harm;

c. Records documenting annual income;

d. Program participant records, housing standards and services provided;

e. Conflict of interest and confidentiality requirements;

f. Records documenting compliance with housing standards and Fair Housing; and

g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

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

i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;

ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

iii. All personal information, and Personally Identifiable Information (PII) in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement, whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures

of Confidential Information. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Program.

e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over HSG funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements for agencies who expend in excess of $750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org. within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

B. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly utilizing the Program Income Report form included in Attachment B on all program income generated by activities carried out with funds made available under this Agreement. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or ten percent (10%) Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for review prior to charging indirect costs to the Program. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E.

3) Payment Procedures

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

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

a. Reimbursement Requests

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

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

b. Payment

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

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of

the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

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

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Homeless Management Information System ("HMIS")

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The HMIS Program Manager is responsible for certifying a database as 'comparable'.

The GRANTEE shall enter data into the CITY Homeless Management Information System for every client served under this Agreement in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane HMIS, HMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

GRANTEE shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and

CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the HMIS website at www.spokanehmis.org.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanehmis.org. Communications regarding updates to the website will be distributed via e-mail to current HMIS users or those that opt-in to the HMIS listserv (those wishing to opt-in to the HMIS listserv should submit a request to HMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to HMIS@spokanecity.org.

5) Quarterly Performance Report ("QPR")
The GRANTEE shall submit a Quarterly Performance Report generated from the HMIS to the CITY Contract Representative for the respective reporting period in accordance with the Spokane City/County Continuum of Care 5-Year Performance Management Plan.

6) Other Reporting Requirements
GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

B. COMPLIANCE WITH LAWS.
Each PARTY shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

C. ASSIGNMENTS.
This Agreement is binding on the PARTIES and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the City of Spokane.

D. NON-WAIVER.
No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

E. 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 10: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless remain in full force and effect.

SECTION NO. 11: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to the subject matter of this Agreement.

SECTION NO. 13: CONSTRUAL

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail

required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either PARTY, and is intended to benefit only the PARTIES to this Agreement, there are no third-party beneficiaries.

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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GOODWILL INDUSTRIES OF THE INLAND NORTHWEST

By: _____

Print Name: Clark M. Brekke

Title: President / CEO

Date: 8/5/2019

CITY OF SPOKANE

By: _____

Print Name: THERESA M. SANDERS

Title: CITY ADMINISTRATOR

Date: 8/14/19

Attest:

_____

City Clerk Acting Laurie Farnsworth

Approved as to form:

_____

Assistant City Attorney

CITY OF SPOKANE WASHINGTON

ATTACHMENT A - DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Grantee / 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, unless authorized by the City.

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.\

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.

Goodwill Industries of the Inland Northwest Name of Subrecipient / Grantee / Contractor / Consultant (Type or Print)	Housing and Essential Needs Program Program Title (Type or Print)
Clark Brekke Name of Certifying Official (Type or Print) President/CEO Title of Certifying Official (Type or Print)	Signature 8/5/2019 Date (Type or Print)

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration),Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjuncton with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjuction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The biling form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

☐ Name and address of your organization requesting reimbursement.

☐ Expense Period (should bill as monthly expenses, January, February, etc.)

☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.

☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The

☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or

☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent,agency liability insurance, and may include staff paid time allocated as well.

CITY OF SPOKANE	**City of Spokane** **Grantee Billing Form** **2019-2024 HHOS Program**	City Clerk #	
		Vendor ID #	
		FMS Acct #	

SUBMIT BILLING TO:

City of Spokane
Community, Housing, and Human Services Dept.
808 W. Spokane Falls Blvd, 6th Floor
Spokane, WA 99201

GRANTEE (Warrant is to be payable to:)

Goodwill Industries of the Inland Northwest
130 E. 3rd Ave
Spokane, WA 99202

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Grantee Certification

Project/Program:	Housing and Essential Needs (HEN)
Award Number:	20-46108-30
Grant Term:	07/01/2019 - 12/31/2019
Indirect Cost Rate:	10% MTDC
Expense Period:	
Billing Date	

By:
(SIGN IN INK)
(TITLE) (DATE)
(EMAIL ADDRESS) (TELEPHONE NUMBER)

EXPENSE Categories:	**A** Grant Budget	**B** Current Expense Request	**C** Total Previously Requested	**D** Grant Balance (A-B-C)
ASSISTANCE FOR HEN HOUSEHOLDS				
Rent and Housing Costs	$ 736,596.00	$ -	$ -	$ 736,596.00
Operations	$ 295,286.00	$ -	$ -	$ 295,286.00
Administration	$ 20,400.00	$ -	$ -	$ 20,400.00
GRAND TOTAL	**$ 1,052,282.00**	**$ -**	**$ -**	**$ 1,052,282.00**

Contract Amount (auto populated)	$ 1,052,282.00	% Expended:	0.00%
Total Expended to Date (auto populated)	$ -		
Contract Remaining Balance	$ 1,052,282.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:	

Payee Expense Report

Organization:	Goodwill	Grant #:	20-46108-30	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	$ 90.91	$ 9.09	$ 100.00
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
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			$ -	$ -	$ -
			$ -	$ -	$ -
		Total Current Expenses Requested this Period	**$ -**	**$ -**	**$ -**

Staff Expense Report

Organization:	Goodwill	Grant #:	20-46108-30	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.

Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	$ 1,200.00	$ 818.00	$ 82.00	$ 900.00	$ -
				$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -
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Total Staff Expenses Requested this Period					**$ -**	**$ -**	**$ -**	**$ -**

Housing Assistance Detail Report

Organization:	Goodwill	Grant #:	20-46108-30	City Clerk #:	
Prepared By:		Title:		Date:	

		Unit and FMR Information				Client Lease Information				Reimbursement Information		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant

Housing Assistance Adjustment Report

Organization:	Goodwill		Grant #:	20-46108-30			City Clerk #		
Prepared By:			Title:				Date:		
Client ID	**Unit Address and Number**	**Reason for Adjustment**	**Original Billing Period**	**Original Amount Charged to Grant**	**Revised Amount Charged to Grant**	**Difference (Due To)/From Grant**	**Original Amount Charged to Tenant**	**Revised Amount Charged to Tenant**	**Difference (Due To)/From Tenant**
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
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				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
						Total Billed to City	**$ -**		

GOODIND-07 JWOLFER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

CONTACT NAME: Jenna Wolfer
PHONE (A/C, No, Ext): (509) 624-3291 FAX (A/C, No): (509) 456-0294
E-MAIL ADDRESS: jenna.wolfer@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwill Industries of the Inland Northwest Good Works, Inc.
130 E Third Ave
Spokane, WA 99202

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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK1901985	11/01/2018	11/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK1901985	11/01/2018	11/01/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB653149	11/01/2018	11/01/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		PHPK1901985	11/01/2018	11/01/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured in regards to general liability where required by written contract, as respects to Homeless assistance program.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 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
Christy Marmetta

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Washington State Department of Revenue

Services Business Lookup GOODWILL INDUSTRIES OF THE INLAND NORTHWEST

License Information:

New search Back to results

Entity name:	GOODWILL INDUSTRIES OF THE INLAND NORTHWEST
Business name:	GOODWILL INDUSTRIES OF THE INLAND NORTHWEST
Entity type:	Nonprofit Corporation
UBI #:	328-010-997
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	202 E 3RD AVE SPOKANE WA 99202-1400
Mailing address:	130 E 3RD AVE SPOKANE WA 99202-1410
Excise tax and reseller permit status:	Click here
Secretary of State status:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Minor Work Permit				Active	Apr-30-2020	Oct-29-1991
Spokane Nonprofit Business	T11049705BUS			Active	Apr-30-2020	Oct-15-2012

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

Governing people	Title
ADDITIONAL NAMES ON FILE,	
BOMBINO, LORETTA	
BREKKE, CLARK	
CHURCH, MIKE	
CURRYER, ALAN	
MAICHEL, JEFF	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/7/2019 2:38:53 PM

Working together to fund Washington's future

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/26/2024
Clerk's File #	OPR 2024-0290
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN X6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	JBINGLE KKLITZKE ZZAPPONE
Agenda Item Name	0470 - AMERICAN LEGION CENOTAPH NOMINATION TO THE SRHP

Agenda Wording

Recommendation to list the American Legion Cenotaph located at 508 N Government Way, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The American Legion Cenotaph has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Eva Clark - ecunicorn@comcast.net	smacdonald@spokanecity.org
mduvall@spokanecity.org	lcamporeale@spokanecity.org
rbenzie@spokanecity.org	

Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org – 509-625-6543
Council Sponsor(s)	Kitty Klitzke, Jonathan Bingle, and Zack Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: 5 minutes
Agenda Item Name	American Legion Cenotaph Nomination to the Spokane Register of Historic Places
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The American Legion Cenotaph has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

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

Total Cost: $0

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.

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.)

Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Not particularly applicable to the Cenotaph, but tax incentives are available to listed properties and also can generate future revenue.

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

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on 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?
That specific data is not something that is collected by the Historic Preservation Department.

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 3.11: 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
Nomination to the Spokane Register of Historic Places
American Legion Cenotaph – 508 N Government Way

FINDINGS OF FACT

1. **SMC 17D.100.020: "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 built in 1930; the American Legion Cenotaph meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.020: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**

- The American Legion Cenotaph was constructed in 1930 by Spokane Post No. 9 in the Riverside Park Cemetery. The centotaph was built to honor fallen soldiers in war as well as to provide a place for reflection for those left behind. Architect and American Legion member Henry Bertelsen designed the cenotaph and Julian Simonson was the builder.
- The American Legion Cenotaph is historically significant under the Spokane Register of Historic Places **Category A** as a structure that is directly associated with memorial events that originally centered around the recognition of soldiers who served in WWI. At the time of its construction in 1930, the citizens of Spokane were still reeling from the impact of the war and the significant loss of life and wanted a place to honor and remember those who served.
  - The cenotaph is constructed of concrete and granite and contains benches along the U-shaped sides. The back wall boasts a taller arched stone panel (approx. 8' tall at its highest point from ground level) which is etched with the wording, *"In Memory of Those Who Gave their Lives for their Country in the World Wars."*

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 American Legion Cenotaph retains excellent integrity in all aspects: location, design, materials, workmanship and association. While more burials have taken place around the Cenotaph over the years, the association has not changed meaningfully since it was built.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historical plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the American Legion Cenotaph according to the appropriate criteria at a public hearing on 3/20/24 and recommends that the American Legion Cenotaph be listed on the Spokane Register of Historic Places under Category A.

<u>After Recording Return to</u>:
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:

> *Plots 1-5 in Lot 19 North, Range 6 East; Plots 13-16 and 5-8 in Lot 20 North, Range 7 East; and Plots 1-16 in Lot 19 North, Range 7 East, all in Section Geranium of Block 1 of the Riverside Cemetery as shown on the cemetery plat filed with Spokane County 8/28/1915. The plots all combined total an area of approximately 1100 square feet.*

Parcel Number(s) 25144.0036, is governed by a Management Agreement between the City of Spokane and the Owner(s), The American Legion, *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 _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.OPR 2024-0290

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

_____

Dated: _____

_____

*Dated:*_____

City Clerk No.OPR 2024-0290

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20th** day of **March 2024**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **The American Legion** (hereinafter "Owner(s)"), the owner of the property located at **508 N Government Way** commonly known as the **American Legion Cenotaph** 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 meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

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

Eva L Clark

President, American Legion Post #9

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

Megan M.K. Duvall

MAYOR

Lisa Brown

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 20th day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Eva Clark, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she (he/she/they) signed the same as her (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 20th day of March, 2024.

RYAN BENZIE
Notary Public
State of Washington
Commission # 23033462
My Comm. Expires Oct 27, 2027

Ryan Benzie

Notary Public in and for the State of WA, residing at SPOKANE
My commission expires 10/27/27

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 LISA BROWN, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

_____

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

My commission expires_____

Attachment A

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: American Legion Cenotaph – Riverside Park Cemetery
And/Or Common Name: Riverside Memorial Park Cemetery – American Legion Memorial

2. Location

Street & Number: 508 N Government Way
City, State, Zip Code: Spokane, WA 99224
Parcel Number: 25144.0036

3. Classification

Category	Ownership	Status	Present Use	
☐building	☐public ☐both	☐occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☒structure			☐educational	☐residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☒yes, unrestricted	☐industrial	☐transportation
		☐no	☒military	☒other: Funerary

4. Owner of Property

Name: American Legion Post 9
Street & Number: 300 W Mission Avenue
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: spokaneamericanlegionpost9@gmail.com

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: American Legion Post 9 Historian Report, Darrel Maddux
Date: September 23, 2019 ☐Federal ☒State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☐excellent	☐unaltered
	☐good	☐altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☐original site
	☐unexposed	☐moved & date _____

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

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: 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: Less than one acre

Verbal Boundary Description: *Plots 1-5 in Lot 19 North, Range 6 East; Plots 13-16 and 5-8 in Lot 20 North, Range 7 East; and Plots 1-16 in Lot 19 North, Range 7 East, all in Section Geranium of Block 1 of the Riverside Cemetery as shown on the cemetery plat filed with Spokane County 8/28/1915. The plots all combined total an area of approximately 1100 square feet.*

Verbal Boundary Justification: See above

11. Form Prepared By

Name and Title: RaeAnna Victor (edited by DAHP/Spokane HPO staff)
Organization: National Society Daughters of the American Revolution
Street, City, State, Zip Code: 504 S Skipworth Ct, Spokane Valley, WA 99206
Telephone Number: 509-892-6945
E-mail Address: raeannav@comcast.net
Date Final Nomination Heard: March 20, 2024

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

Eva L Clark

14. For Official Use Only:

Date nomination application filed: 2/15/24

Date of Landmarks Commission Hearing: 3/20/24

Landmarks Commission decision: Approved

Date of City Council hearing: _____

City Council decision: _____

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

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

Date

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

SUMMARY STATEMENT

The American Legion Cenotaph was constructed in 1930 by Spokane Post No. 9 in the Riverside Park Cemetery. The cenotaph was built to honor fallen soldiers in war as well as to provide a place for reflection for those left behind. Architect and American Legion member Henry Bertelsen designed the cenotaph and Julian Simonson was the builder. The cenotaph is constructed of concrete and granite and contains benches along the U-shaped sides. The back wall boasts a taller arched stone panel (approx. 8' tall at its highest point from ground level) which is etched with the wording, "*In Memory of Those Who Gave their Lives for their Country in the World Wars.*"

DESCRIPTION OF PROPERTY

The American Legion Cenotaph is located within Riverside Memorial Park (a cemetery) in Spokane, Washington. It is sited in a grove of pine trees directly north of the Heritage Funeral Home and about 500 yards from the National Society Daughters of the American Revolution (NSDAR) Never Forget Garden. The cenotaph sits on the southern edge, near the road, of the Geranium Lawn, which is where the American Legion Post 9 purchased 300 plots to bury military members and their families. They designated 18 plots on which the cenotaph was to be located.

The site immediately surrounding the cenotaph is flat and grass covered. Access to the cenotaph from the road is via a recently installed paved sidewalk area. This replaced a smaller concrete pad and exposed grass area which was originally used for the placement of a wreath on an easel stand. On each side approximately 2' from the walkway are concrete bases, flush with the ground, that hold ceremonial flags.

Figure 1: American Legion Cenotaph, 2024

The cenotaph itself is a low-lying, rectangular, granite stone memorial designed as a focal point of the various military burial plots. It measures 19' x 26' and was designed as an open U-shape (open to the south) structure of three granite walls and a granite floor.

The cenotaph itself faces inward and has a stone floor platform 18" or three steps above grade. The steps are defined by square plinths and end walls which contain round bronze plaques. The plinths have a hole drilled in the center for the installation of a flagpole during ceremonies. The northwest end wall boasts the logo for the American Legion, while the southeast wall holds a plaque with the logo of the American Legion Auxiliary.

Integrated within the memorial are stone benches on the east and west sidewalls which rise approximately four feet above the floor. The benches face inward. These lower stone walls are adorned with a banding of five pointed stars just carved in relief on the interior of the U-shaped monument.

Symbolizing the grave of an unknown soldier, the back wall (or bottom of the U), features a taller arched stone panel (approx. 8' tall at its highest point from ground level) which is etched with the wording, "*In Memory of Those Who Gave their Lives for their Country in the World Wars*". This panel is highlighted by slightly shorter side piers which are engraved with a decorative cornice of Art Deco inspired triangular motifs on three of the four sides.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The site remains much the same today as it did upon completion. One change that was observed upon physical inspection during the site visit is that it appears an "S" was added to the word "WAR" at some point after the Cenotaph was constructed.

Figure 2: Close-up of the inscription showing what appears to be a later added "S" to the end of World Wars

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance:	*Category A, Broad Patterns of Spokane History; Funerary; Military*
Period of Significance:	*1930*
Built Date:	*1930*
Architect:	*Henry Bertelsen*
Builder:	*Julian Simonson*

HISTORIC CONTEXT

CENOTAPH

Derived from the Greek word *kenos taphos*, meaning "empty tomb" a cenotaph is a monument, sometimes in the form of a tomb, to a person or group of persons who are buried elsewhere. While there may be a plaque symbolizing the loss it memorializes, the main purpose of a cenotaph is to honor the dead. There are no names inscribed on a cenotaph, which allows individuals to assign their own meaning to the memorial. Such memorials can be found scattered across the United States.

The American Legion Cenotaph at Riverside Park Cemetery in Spokane is historically significant under Category "A" for its direct association to memorial events that originally centered around the recognition of soldiers who served in WWI. At the time of its construction in 1930, the citizens of Spokane were still reeling from the impact of the war and the significant loss of life and wanted a place to honor and remember those who served. The period of significance begins and ends in 1930, the year the monument was erected and dedicated.

During WWI, Spokane had sent about a tenth of their population to serve in the military. Reportedly a total of 4,551 Spokane County men had been drafted into the service and more than 11,000 had enlisted in Spokane's various recruiting stations. Before the war ended, 164 Spokane men would lose their lives. After the war, with the help of the newly formed American Legion, grieving mothers and soldiers began to look for ways to memorialize those who were lost in the war.

Figure 3: The Cenotaph in Great Britain, constructed in 1919 under Prime Minister David Lloyd George.

Before the construction of Spokane's cenotaph, Great Britain had recently built a built a cenotaph which had garnered much press around the world. Soon the local chapter of the American Legion decided to erect their own cenotaph. The cost at the time seemed impossible - $6,000 – 7,000 for the construction. Seeking to reduce costs, the Legion scaled back their initial design ideas and most of the work on the monument was done by the members themselves.

AMERICAN LEGION

The American Legion is a non-profit organization comprised of U.S. war veterans. It is made up of state, U.S. territory, and overseas departments, which are then divided into local posts. The organization was formed on March 15, 1919, in Paris, France, by a thousand officers and men of the American Expeditionary Forces (A. E. F.) who were stationed in France shortly after the ending of WWI. At the meeting, they adopted a tentative constitution. The action of the Paris caucus was then confirmed and endorsed by a similar meeting of troops in the United States held in St. Louis, Missouri a few months later from May 8-10th. At both caucuses a committee of seventeen officers was elected to represent the troops. These two national executive committees were then amalgamated and formed the initial governing body of the American Legion. The temporary headquarters was located in New York City.

Officially chartered by Congress on September 16, 1919, the American Legion focused on service to veterans, servicemembers and communities. Its primary activity was (and still is) to lobby on behalf of the interests of its members to support pensions and health care benefits. They also promote Americanism, individual obligation to the community, state, and nation; as well as general peace and good will.

Since its establishment, the Legion has evolved from a group of war-weary veterans of World War I into one of the most influential nonprofit groups in the United States today. Membership swiftly grew to over 1 million, and local posts quickly sprang up across the country, including several in the Spokane area. Today, membership stands at nearly 2 million with more than 13,000 posts worldwide.

Initially membership in the American Legion was restricted to soldiers, sailors, and marines who served honorably between April 6, 1917, and November 11, 1918. Eligibility has since been expanded to include personnel who served at least one day of active-duty service in the Armed Forces since December 7, 1941. Honorary, associate, social, or guest memberships in the Legion is not permitted. Members must be U.S. citizens and are eligible through the nature and timing of their military service.

Spokane's American Legion Post No. 9 was formed on June 9, 1919, and was officially chartered in August 1920. By June 25, 1920, membership had grown to 3,600 and held the distinction of being the 7th largest post in the nation and the largest in the state.

Post No. 9 started after a group of 300+ World War I veterans met in the Chamber of Commerce Hall in the Metals Building (today known as the Legion Building) in downtown Spokane. Reportedly many members of the "Sons of Democracy," a similar organization with a membership of 750 veterans, were present at the meeting and took a prominent part in the organization of the Legion post.

After raising $4,000 from local businessmen, the Post moved to their first home at 518 W. Riverside Ave, above the Hill Brother's Shoe Store. Post 9 met at this location from 1919 through 1922. Annual dues were initially $3.00 after a $1.00 initiation fee. For the next 40+ years, the Post No. 9 moved several times. This included offices at 408 W. Sprague Ave (1923); 115 ½ N. Wall (1924); 220 Columbia Building - 107 S. Howard (1925); Spokane Hotel Building (1926-27 demolished); the Dessert Hotel Building (1928-36 demolished); 610 W. Sprague (1937-1946); Metals (Legion) Building (1946-55); Police Guild Building (1973-75); 1212 W. Sharp Ave; 808 W. 1st; 16 S. Post; 1719 W. Garland Ave (1977-89); 9515 N. Division Street (1990); 119 E. Boone Ave (1991-92); 315 W. Mission Ave (1993-2001) and 300 W. Mission Ave (2001-present).

While membership had dropped to 1,800 people by 1931, by 1938, 19 full-time employees worked at the Legion Club. Membership grew slowly and rose to 1,948 by 1944. At that time, Spokane's Post No. 9 was still Washington's largest Post and the 10th largest in the world, with an annual budget of over $40,000. Today, Post No. 9 is still active in the community and sponsors a variety of programs. Currently Post No. 9's membership is 590 members.

AMERICAN LEGION CEMETERY AT RIVERSIDE PARK CEMETERY

Post No. 9's effort to honor and recognize those who had lost their lives in war began shortly after their establishment. The first such event was held on May 31, 1920, at a ceremony at Riverside Park Cemetery. Reportedly an audience of over 2,000 gathered in tribute to the 164 sons of Spokane who gave their lives in World War I. Colonel Charles Albert, Commander of the post delivered the memorial address, with much of it directed to the Gold Star Mothers ~ women who gave their sons for the safety of the world. Each mother was presented with poppy flowers. The event quickly spurred discussion to create a permanent memorial to lost soldiers, and preferably a dedicated burial ground at the cemetery.

Figure 4: American Legion Cenotaph at Riverside Park Cemetery, 2024

By June 1920 Colonel Albert had made an announcement that the Legion had decided to purchase 300 burial plots at Riverside Park Cemetery which would then be resold by the Legion to individual families. The plots were purchased for sole use by the ex-service men and women and for the first time, would create a dedicated military-only cemetery in Spokane. Lots were to be sold for $40 for an individual lot, or $125 for family plots. Newspaper articles reported that efforts were also being made to acquire captured artillery and other equipment that could be used as "decoration for the cemetery."

Formal dedication of the plots was held on November 14, 1920 under the direction of Chaplain Dean W.C. Hicks with speakers Bishop Augustine Schinner and Rabbi Julius Leibert. Colonel C.C. Ballou, the commanding officer of Fort Wright, served as the keynote speaker. Special sections were set aside for Jewish, Protestant, and Catholic veterans. The first servicemen to be buried in the new cemetery took place before the official dedication. Lt. Edward Stephens (1891-1918) was laid to rest on November 6, 1920. Days later, Corporal Theodore W. Altman (1894-1918), one of two brothers to lose their lives in the war, was interred at the site as well.

Within a year work began on the idea of creating some type of monument in the cemetery. While no definitive action was taken, a sketch was reportedly introduced at a Post meeting in August of 1921. In presenting the matter to the military committee of the chamber of commerce, Chamber President George Phillips said: *"It would be most fitting to erect some sort of a monument to our hero dead that could be dedicated when Marshal Foch visits Spokane. The idea has been presented that a monument costing about $1,000 be erected at this time."*

The first structure at the American Legion Cemetery site was the erection of a flagpole by the

Washington National Guard Society in 1922. The pole, located at the center of the Legion plot, was originally an 80' cedar pole and was dedicated on March 30, 1922. By June of the next year, the Legion sought to establish a more substantial memorial at the site. At a Legion Post meeting it was decided to create a separate "cemeteries and graves decoration fund" and allocated $300 from the recent sales of poppy flowers to go into the fund. With seed money in hand, on May 25, 1924, the Spokane Chronicle announced that Legion Post 9 would be erecting a $10,000 memorial to Spokane's heroes at the American Legion plot in the Riverside Park Cemetery.

According to chairman Fabian Smith, *"The American Legion guarantees to spend this money for the memorial and for the upkeep of the plot, and for nothing else. Spokane's poppy sales have been unusually successful because we have expended these funds as the donors intended them to be spent. I'm going to see a $10,000 memorial erected if I never accomplish anything else. The present plan is for a monolithic cenotaph of beautiful marble and backed by rich evergreens. There are many wealthy citizens who might help us, but I'd rather obtain the funds from the nickels and dimes of everybody."*

Unfortunately, poppy sales that year were not strong (only $800). Low sales were attributed to the Legion supporting a congressional bill which would have given bonuses to servicemen. Not dissuaded, Smith said in the Spokesman-Review on May 26, 1924, *"I am on the whole well satisfied that we shall raise our $10,000 for a monolithic cenotaph to Spokane's dead eventually. There are more than 200 who will be honored by such a monument."* He concluded that he would appreciate any constructive suggestions to raise the whole sum and estimated that the fund contained $1,000 at that time.

Fundraising efforts in 1925 were better. That year the poppy sales set a record with the assistance of screen actress and Spokane native, Lucille Carlisle, Princess Columbia Mrs. George Hoffman, and dozens of society matrons and maids. Proceeds were three times those of the previous year with twenty thousand poppies sold by 400 volunteers. The sales netted nearly $3,000 for the cenotaph and the grave and decorations fund. In the Spokane Chronicle on May 30, 1925, Commander William Berry thanked all those who supported the sale and said, *"At this time we assure those who supported the day that every cent of the money will be used in a fitting memorial and decorations to Spokane's World War dead."*

AMERICAN LEGION CENOTAPH

For the next several years the funds for the memorial slowly increased. By 1927 the cenotaph fund had reached $3,500. As early as 1925, cemetery committee member Henry Bertelsen (a Legion member and architect) met with a group of the Gold Star Mothers. By the next year he had shown the group a rough model of the proposed cenotaph seeking their support and approval. Funds were finally adequate to begin to nail down the details of the proposal in 1929.

In the October 7, 1929 Legion meeting minutes, Comrade Rosenthal moved to name a specific committee to investigate ways and means to erect a cenotaph in the Legion Plot in Riverside Park Cemetery. Comrade Henry Bertelsen was named chairman and Fabian Smith and Charles S. Albert were added to the committee.

Bertelsen stated that he would begin specific plans as soon as possible, so that work could be started and bids procured. Reportedly there was some discussion as the type of memorial. Bertelsen noted that his initial design idea was for a speaker's platform instead of a straight monument. Discussion followed and it was suggested that monument be made of granite and that, if possible, the cost should be reduced to around $6,000.

After studying the needs of the site and conferring with the others, Bertelsen settled on a combination of speaker's platform and memorial. Shortly thereafter the Legion began to call the memorial a "cenotaph." The plans were approved on January 20, 1930 and the call for construction bids went out shortly thereafter.

Bids were received from the Washington Monumental & Cut Stone and Empire Granite. They differed by only a little over $100.00. Empire Granite, whose quarry was in Dishman, was chosen as the supplier. The final cost of the cenotaph was estimated at $7,500.

To build the cenotaph, the Legion also hired one of its own, Julian Mosfelt Simonson. He was born February 21, 1888, Jackson County, Minnesota. During WWI Simonson served as an Army Corporal. In the mid-1920s he became a skilled stonecutter while working for the Empire Granite Production Co. and he later worked as a general carpenter. While it is assumed that Simonson was involved in numerous other stone carving ventures across the Inland Northwest, the cenotaph is the only verified project associated with him. Simonson passed away in Spokane on January 29, 1968 at the age of 79, and is buried in the American Legion plot in Riverside Cemetery.

Big Celebration Is Planned Here

Business Houses to Be Closed All Tuesday for Huge Parade, Dedications and Grid Classic at Gonzaga Stadium

ARMISTICE DAY PROGRAM

Dedication American Legion cenotaph at Riverside cemetery, 10:30 a. m.

Armistice day parade starts at Monroe and Riverside, 11:45 a. m.

Unveiling Lincoln monument, Main and Monroe, 12:30 p. m.

Gonzaga-Haskell Indian football game, 2:15 p. m.

Legion banquet, Silver Grill, 6:30 p. m.

Chain dances at Garden, Moose hall and Davenport, 9 p. m.

* * *

Figure 5: Spokane Press, November 7, 1930

At the urging of Bertelsen, he suggested that the dedication of the cenotaph be part of the Armistice Day ceremonies in 1930. While the city had celebrated Armistice every year since the end of the war, 1930 was shaping up to be a special year for the Legion. A variety of events from 10:30 am to 10:30 pm were planned for November 11th. As the months grew closer, on October 23, 1930, it was announced that Wings of Aviation would carry 7,000 invitations to people throughout the Inland Empire to join the City of Spokane in celebrating the greatest Armistice Day program since the war.

While newspaper photos show that by the end of October the cenotaph had still not been completed, the builders promised it would be ready for the celebrations on November 11th. The day's events started with the dedication of the American Legion Cenotaph at 10:30, followed by the Armistice Day parade at 11:45, and then a dedication of a new Lincoln Memorial downtown at 12:30. This was to be followed by the Gonzaga-Haskell Indian football game, after which a banquet was held at the Silver Grill starting at 6:30. Chain dances flowed that evening at various locations throughout the city including rooms at the Garden, Moose Hall, and Davenport Hotel. Reportedly the activities of the day were filmed by Pathe News Corp. and were eventually shown throughout the United States. The total attendance for the day was estimated to be over 20,000. Pilots of the local National Guard flying

unit spent a large portion of the day in overhead formation flights.

The parade, celebrating the 13th anniversary of the end of the war, featured 3,000 marchers and 180 automobiles and floats. The event was touted as the biggest and most colorful Armistice celebration since the war in the city's history. All downtown businesses were closed, and thousands came to attend the parade. The parade line which began at Main and Monroe would march past the site of the shrouded Lincoln Memorial. At 12:30 pm an electrical impulse set in motion by President Hoover pressing a golden key at the White House, released a set of balloons which pulled the cover off the memorial. As other balloons soared aloft amid fluttering flags, fireworks burst into the air and roaring airplanes flew over in tribute.

At the cenotaph, a more subdued and respectful celebration formally dedicated the completed monument. Over 500 attended the dedication which featured eighteen Gold Star Mothers and Commander Charles Casey who presided over the ceremony. Past Department Commander Edward Robertson delivered the dedicatory address, stating, *"The words we speak die with their own echoes, we have carved from our native hills these flawless stones, and we have here now a memorial which is beautiful, and which will last until the end of time."* The 4th Infantry Band from Fort George Wright played "Nearer My God To Thee" and the Rt. Rev. Edward M. Cross, Episcopal Bishop of Spokane, gave the invocation. The American Legion double quartet, directed by Anthony Plastino, also performed during the ceremony. Mrs. Dan McCadam, a Gold Star Mother, unveiled the monument and said that the living had kept faith and remembered the sacrifice of those who gave their lives. The 4th Infantry Band played "The Star-Spangled Banner" and Rev. F. W. Osborn, Legion Chaplain, gave the benediction.

HENRY C. BERTELSEN - ARCHITECT

To design the cenotaph, the Legion turned to one of its own members, local architect Henry C. Bertelsen (who served as a corporal in Comp A, 60 Engineers during WWI). According to the minutes, he was paid $20 for his original drawing of the cenotaph. At the time he was one of the more prominent architects in the community, having taken over the offices of Kirtland Cutter.

Born in Varde, Denmark in 1888, Henry Christian Bertelsen came to Spokane as a young child at the turn-of- the century. His father, a brick mason, likely brought the family to Spokane seeking stable work and to capitalize on the rapid growth of the city. The family had previously lived in Troy, New York; Chicago, Illinois; and Baltimore, Maryland.

While details about Bertelsen's early life are unknown, by the age of 18 he had begun his architectural career as apprentice with Spokane architect Howard Hals (1906). Like many architects of his day, this hands-on education training was a typical way to enter the profession. By the next year he was listed in Spokane City directories as a draftsman for architect Alfred Jones (1907). Seeking further experience, he moved to Omaha, Nebraska and took a job as a draftsman for architect J.H. Craddock, who was rapidly becoming one of the most prominent architects in that city. With experience at hand, by 1910 Bertelsen had moved back to Spokane and at the age of 22 began working as a draftsman for the prominent architectural firm of Cutter & Malmgren. Rising quickly through the ranks of the office, he became the chief draftsman within a few short years. Notable projects under his leadership included the Davenport Hotel (1914), the Symons Building (1917) and Camp Lewis entry gates (1916). After Cutter moved to California in 1923, Bertelsen assumed Cutter's practice in Spokane in lieu of unpaid back wages.

Projects continued to flood the office and over the course of his career he would design more than 100 commercial and residential buildings in and around the Spokane area. Notable projects in Spokane include the Shriners Hospital for Crippled Children (1924), National Guard Headquarters at Felts Field (1927), the United Hillyard Bank (1920), Lincoln School (1930 demolished), Mt. Spokane's Vista House (1933), the Spokane Coliseum (1954 demolished), the Inland Automobile Association Building (1963), as well as several buildings at Gonzaga University. Many of his designs received both local and nationwide press. The Bertelsen designed Solby House at 1325 E 20th was showcased with a multi-page spread in the May 1927 issue of *Good Housekeeping Magazine*.

Like many architects of the day, Bertelsen was active in a variety of social and civic groups. Among them was the Rotary Club, the Spokane Club, Associated Engineers, the American Institute of Architects, the Press Club, the Athletic Round Table, American Legion, the Sons of Norway, and the Inland Empire Automobile Association. He also served on the Salvation Army Advisory Board and was a trustee on the Fairmount Cemetery Board.

Bertelsen passed away in Spokane on August 23, 1963 at the age of 75. Today, many of his drawings and papers are housed at the Northwest Museum of Arts & Culture (NW MAC) in Spokane. The collection includes 5 linear feet of materials from 1906 to 1968 and includes 150 sets of architectural drawings. The cenotaph is not included in the collection.

LATER HISTORY

Since its completion, the cenotaph has become an important part of local Armistice Day celebrations each year (changed to Veterans Day in 1954). Often members of the drum and bugle corps perform, as the American Legion Auxiliary places a wreath on the cenotaph. One notable service was the 1936 program which hosted 10 German veterans who came to the site to pay homage to the American soldiers. They laid a wreath of red and white carnations at the site. That same year 25 Canadian veterans also came to visit the cenotaph and laid a wreath as well.

Figure 6: Spokane Chronicle - November 10, 1936

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"Use Spokane Valley Granite for American Legion Memorial" Spokane Chronicle, 9 September 1930.

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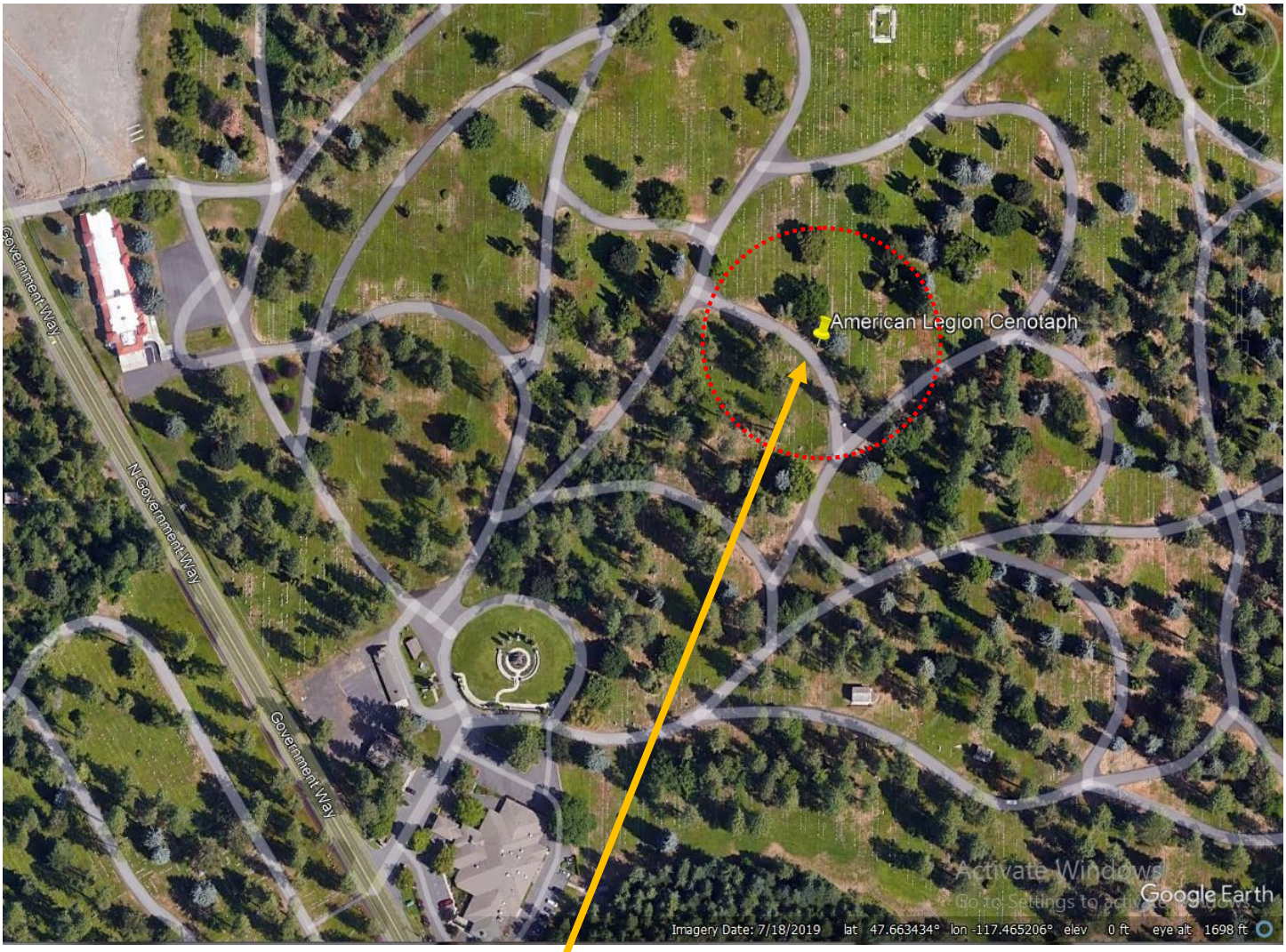
American Legion Post 9 Historian Report, Darrel Maddux, 23 September 2019.

Photo Pages and Maps are from the National Register of Historic Places Registration Form

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** (7.5 or 15 minute series) indicating the property's location.
  A **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Continuation Sheets**
- **Additional items:** (Check with the SHPO or FPO for any additional items.)



American Legion Cenotaph
Google Map
Riverside Memorial Park Cemetery
Spokane, WA

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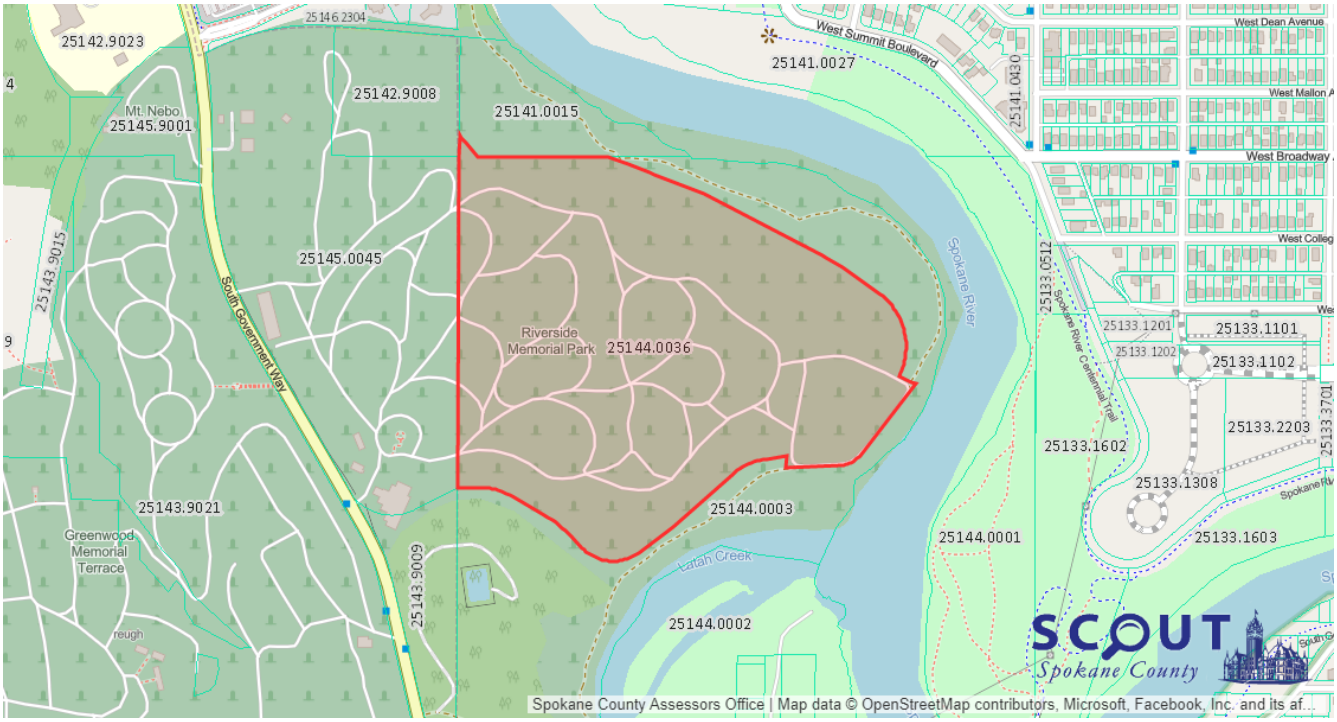
2			4		



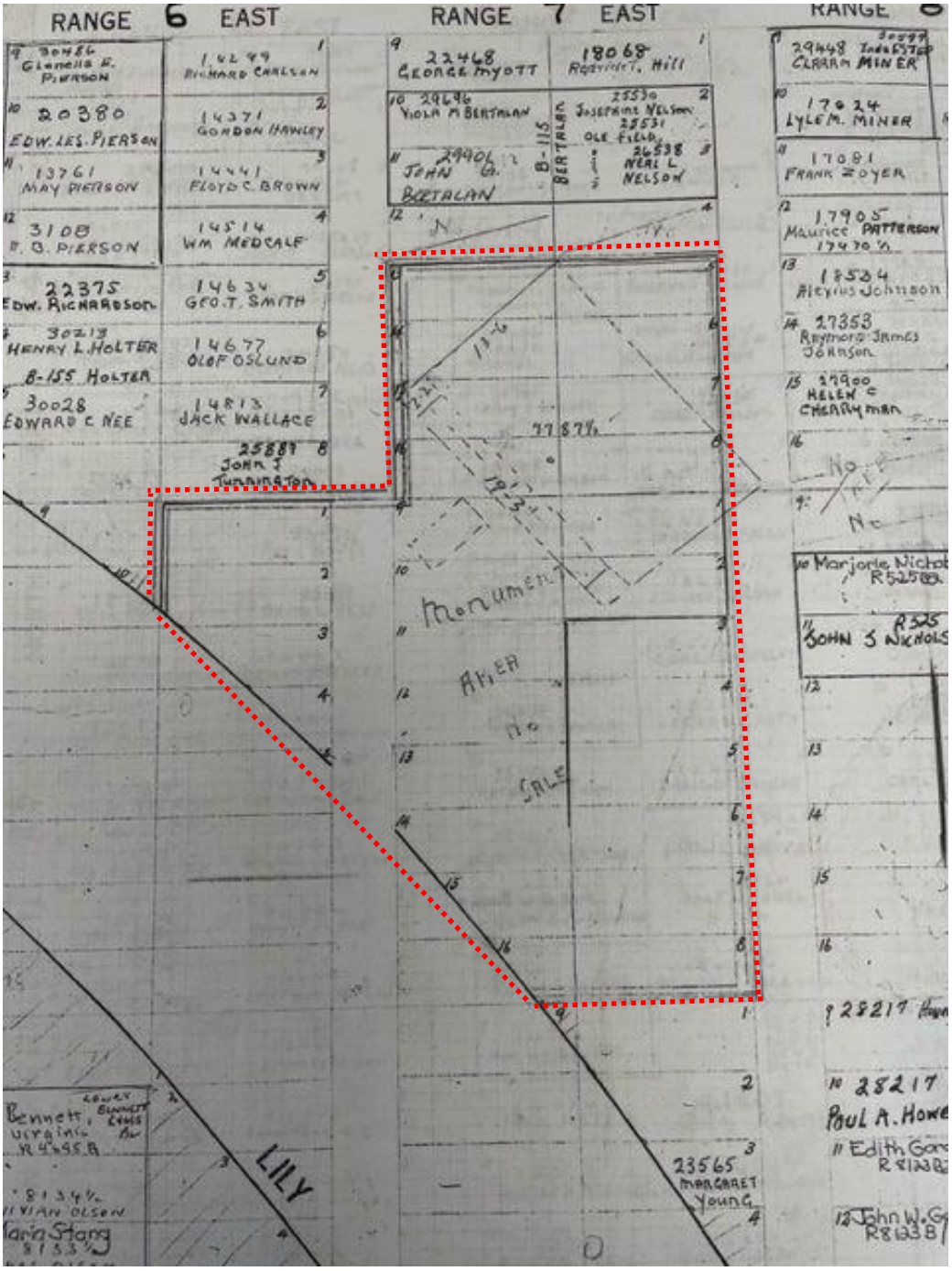
American Legion Cenotaph

Assessor Map
Riverside Memorial Park Cemetery
Spokane, WA

Parcel Number: 25144.0036 – *Note nomination boundaries contain only a portion of the existing parcel.*

American Legion Cenotaph
Site Plan
Riverside Memorial Park Cemetery
Spokane, WA

AMERICAN LEGION CENOTAPH – RIVERSIDE PARK CEMETERY SPOKANE CO., WA
Name of Property County and State



American Legion Cenotaph

Plot Plan

Riverside Memorial Park Cemetery
Spokane, WA

Historic Images

This beautiful memorial to the Spokane men who gave their lives in the World war will be erected in the American legion burial plot at Riverside cemetery. Construction will begin soon. The connerstone laying is scheduled tentatively for Memorial day and dedication for Armistice day. The memorial will serve as a speaker's rostrum for funerals and ceremonies held at the cemetery under legion auspices. Dishman granite will be used in the construction. The memorial will cost approximately $6000. Henry C. Bertlesen is the architect.

Spokane Chronicle – April 2, 1930 – *Architectural rendering of proposed monument.*

Rapid progress is being made in the erection of the new American legion memorial in Riverside cemetery. This picture shows a part of the stonework in place, with the rest stacked nearby. The legion men inspecting the work are, left to right: Henry Bertlesen, architect; W. C. Manson of the memorial committee; Claude Padgett, chairman of the cemetery committee, and Charles Casey, post commander. The memorial will be dedicated the morning of Armistice day.

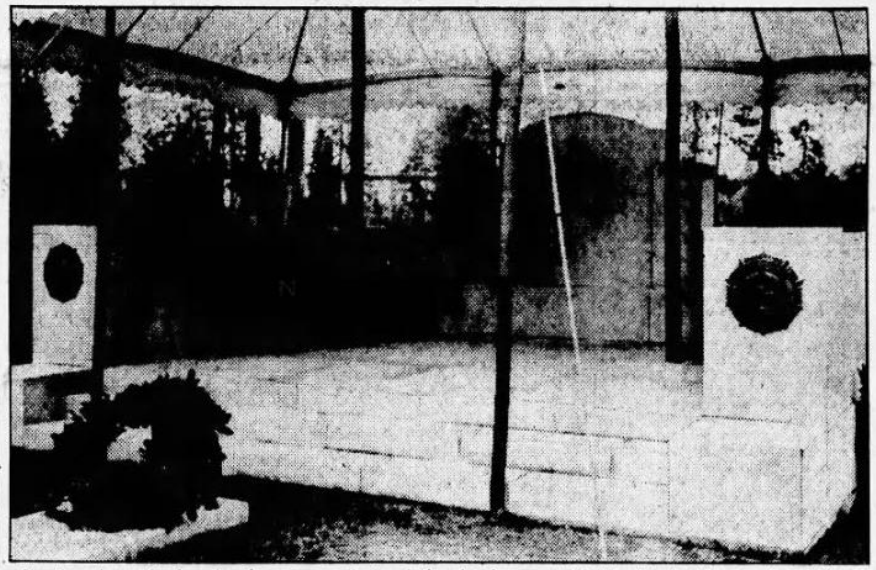
Spokane Chronicle – October 29, 1930 – *Monument under construction.*

Use Spokane Valley Granite for American Legion Memorial

Spokane valley granite, prepared by American legion workmen, sold by a legion salesman, cut to the designs of a legion architect, will go into construction of the legion memorial to be dedicated at Riverside cemetery on Armistice day. In the picture Henry Bertelson, architect, is explaining to C. W. Manson, vice president of the Empire Granite works which furnished the stone, just how the emblem is to be cut into one of the massive slabs of Dishman granite. J. M. Simonson, legion stone cutter, stands back of the slab. John R. Cassin, in the background, is secretary-treasurer of the granite works.

Spokane Chronicle – September 9, 1930 – *Monument under construction.*

Gold Star Mothers Dedicate Legion Memorial



Here's where Spokane's observance of Armistice day began at 10:30 o'clock this morning—the new American legion memorial in Riverside cemetery. Gold Star mothers who lost sons in battle overseas were seated about the inside of the native granite enclosure, facing the wreath-crowned slab in the foreground which symbolizes the grave of the Unknown Soldier, when the memorial was formally dedicated. The memorial represents an expenditure of $7500, a fund built by the legion through eight tedious years.

Spokane Chronicle – November 9, 1930 – *Monument under construction.*

1930 Dedication Ceremony of cenotaph

KEMP & HEBERT

In Observance of

Armistice Day

The Kemp & Hebert Store Will Be Closed All Day Tomorrow, Tuesday

Nov. 11th

Armistice Day Program

Dedication American Legion Cenotaph at Riverside Cemetery at 10:30 A. M.

* * *

Armistice Day Parade starts at Monroe and Riverside at 11:45 A. M.

* * *

Unveiling Abraham Lincoln Memorial Statue–Main and Monroe at 12:30 P. M.

* * *

Gonzaga-Haskell Indian Football game, 2:15

* * *

Legion Banquet, Silver Grill, 6:30

* * *

Chain Dances at Garden, Moose Hall and Davenport Hotel at 9 P. M.

Spokane Chronicle – November 10, 1930 – *Armistice Day Program*

MOTHERS UNVEIL LEGION MEMORIAL ARMISTICE DAY

Beneath branches of stalwart pines that guard the graves of World war veterans in the American legion burial plot at Riverside park cemetery will gather a group of Gold Star Mothers at 10:30 o'clock Armistice morning to unveil the $7000 legion memorial to its dead.

Final plans for an impressive dedication of the memorial were announced last night by C. A. Padgett, chairman of the committee, at the legion meeting at the Dessert hotel.

Casey Will Preside.

Commander Charles Casey will preside over the ceremonies, which will open with music by the Fourth infantry regimental band.

Bishop Cross will offer prayer and the American legion double quartet will sing "Kindly Light."

Mrs. D. McCadan, a Gold Star Mother, will unveil the monument and speak for members of her organization.

Attorney Edward W. Robertson, past state commander, will deliver the dedicatory address. The Rev. Fred W. Osborne, post chaplain, will close the ceremonies with benediction.

The Armistic parade at 11:45 o'clock and dedication of the Lincoln memorial at 12:30 o'clock will follow the legion dedication.

Spokane Chronicle – November 4, 1930 – *Mothers Unveil Legion Memorial Armistice Day*

Photographs:

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map.

Name of Property: American Legion Cenotaph – Riverside Park Cemetery

City or Vicinity: Spokane

County: Spokane **State:** WA

Photographer: Jeronimo Roldan, DAHP

Date Photographed: April 3, 2023

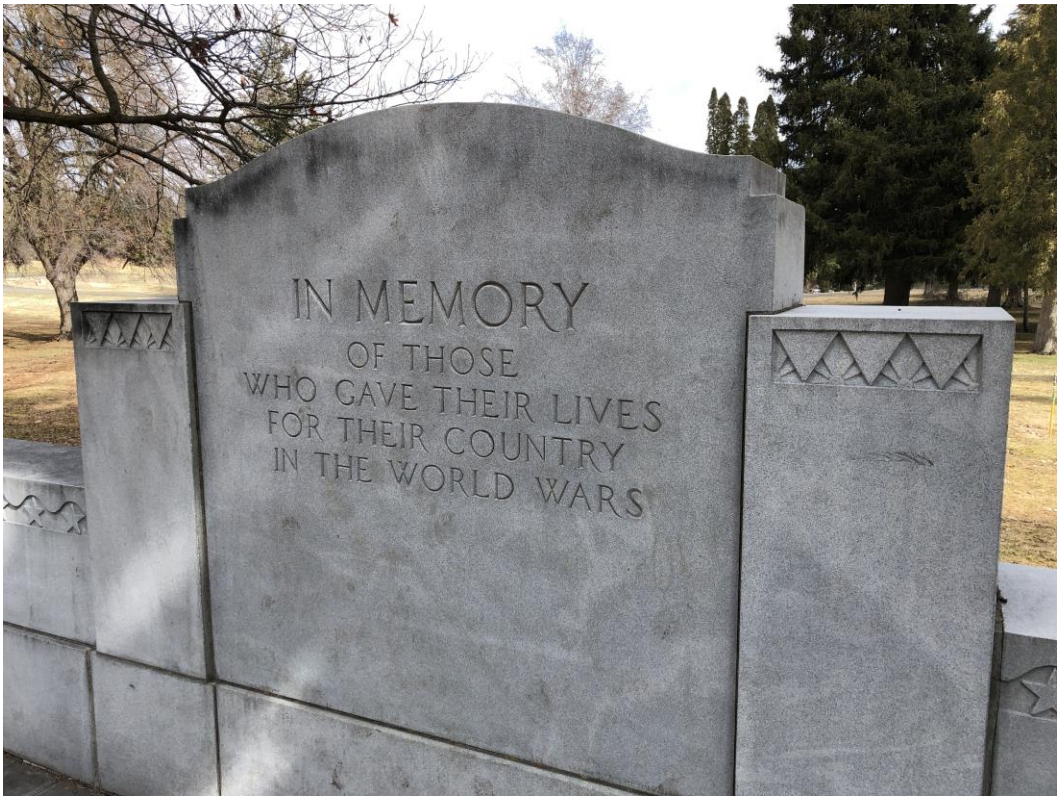
Description of Photograph(s) and number:

1 of 10. View of NW corner of Cenotaph. - WA_SpokaneCounty_AmericanLegionCenotaph_0001

2 of 10. Front view of Cenotaph. - WA_SpokaneCounty_AmericanLegionCenotaph_0002

3 of 10. North side view of Cenotaph. - WA_SpokaneCounty_AmericanLegionCenotaph_0003

4 of 10. Rear view of Cenotaph. - WA_SpokaneCounty_AmericanLegionCenotaph_0004



5 of 10. Detail of main inscription on Cenotaph. - WA_SpokaneCounty_AmericanLegionCenotaph_0005

6 of 10. Detail of side seating area showing carved sculptural relief. - WA_SpokaneCounty_AmericanLegionCenotaph_0006

7 of 10. Detail of bronze plaque, south wing wall. WA_SpokaneCounty_AmericanLegionCenotaph_0007

8 of 10. Detail of bronze plaque, south wing wall. WA_SpokaneCounty_AmericanLegionCenotaph_0008

9 of 10. Cenotaph southwest corner. WA_SpokaneCounty_AmericanLegionCenotaph_0009

10 of 10. Detail of Cenotaph walkway and flag pole holder.
WA_SpokaneCounty_AmericanLegionCenotaph_0010

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	4/4/2024
Clerk's File #	OPR 2024-0291
Renews #	
Cross Ref #	ORD C36511

Submitting Dept	PLANNING & ECONOMIC	**Project #**	
Contact Name/Phone	MAREN X6717	**Bid #**	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE JBINGLE		
Agenda Item Name	0650 - SMART GROWTH AMERICAN GRANT ACCEPTANCE FOR COMMUNITY		

Agenda Wording

Smart Growth America has awarded $130,000 grant to Spokane for capacity building to partner with and work alongside impacted community in the 5th Avenue area of the East Central neighborhood.

Summary (Background)

With support from the Robert Wood Johnson Foundation, Smart Growth America in collaboration with Equitable Cities, the New Urban Mobility Alliance, and America Walks have created the Community Connectors Program to help advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure and tap available federal and state funds to support them.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 130000
Current Year Cost	$ 130000
Subsequent Year(s) Cost	$ 0

Narrative

Grant funds from Smart Growth America, no match required

Amount		Budget Account
Revenue	$ 130000	# 1360-94176-99999-36720-20264;
Expense	$ 130000	# 1360-94176-58700-54201-20264
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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klouden@spokanecity.org	korlob@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Planning Services
Contact Name	Maren Murphy
Contact Email & Phone	mmurphy@spokanecity.org
Council Sponsor(s)	CMs Klitzke, Zappone, and Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 min
Agenda Item Name	Accepting Smart Growth America grant funds for the Community Connectors Program to Reconnect the 5th Avenue Community
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	With support from the Robert Wood Johnson Foundation, Smart Growth America in collaboration with Equitable Cities, the New Urban Mobility Alliance, and America Walks have created the Community Connectors Program to help advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure and tap available federal and state funds to support them. Smart Growth America has awarded $130,000 grant to Spokane for capacity building to partner with and work alongside impacted community in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The Spokane Community Connectors Program will bring together community and government partners to address the historical and ongoing harms from I-90 and the current development of US 395 in and around the 5th Avenue area. The City of Spokane is serving as the fiscal lead, though the funds are dedicated for the community to support the goals of the Community Connectors Program.

Fiscal Impact

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

Total Cost: $130,000

Current year cost: $130,000

Subsequent year(s) cost:

Narrative: Grant funds from Smart Growth America.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Funding through June 2025

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 Community Connectors program seeks to equip small and mid-sized communities to take advantage of USDOT's new programs ($4 billion over five years) for identifying, removing and repairing the wounds of divisive infrastructure, make a powerful case for a significantly larger effort, and also equip them to make use of the wider federal and state transportation programs to advance similar projects. The project aims to specifically support lower capacity communities most impacted who have structural disadvantages making it challenging to apply for federal funding or to steer their state toward smarter and more equitable investments in their communities. Lower capacity communities include those who have been excluded from public & private investment and deal with barriers resulting from concentrated poverty and/or structural racism. The Community Connectors Program will bring together community and government partners to address the historical and ongoing harms from I-90 and the current development of US 395 in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The group seeks to co-design solutions through an integrated and equitable approach of land use, transportation, housing and anti-displacement, economic opportunities, arts and culture, climate resilience, and community health so all residents can thrive.
- 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?
    - The focus of the grant program is to build partnerships and co-create plans and projects with the greatest ability to affect those most impacted. Data was analyzed in the application process to understand community overview, including demographic information, community type, land use, and important destinations.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
    - The grant is focused on capacity building, and will be working with Smart Growth America to track and understand progress made. As part of the grant, an independent research group selected and funded by Robert Wood Johnson Foundation will conduct an evaluation of Community Connectors Program. As a condition of accepting this assistance, grantees agree to participate in the evaluation.
- 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 is a follow-up to the 5th Avenue Initiative and Community Strategy, adopted in by Council in 2021 (RES 2021-0022). It is also aligned with the subarea planning priority under ARPA to direct planning resources to economically disadvantaged areas.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
    - This was not reviewed by a council subcommittee, but staff is working closely with 5th Avenue community leaders, Council President Wilkerson, and council staff on the grant program.

Smart Growth America
Improving lives by improving communities

1350 Eye Street NW, Ste 425
Washington, DC 20005
202-207-3355

smartgrowthamerica.org

April 03, 2024

Spencer Gardner,
Planning Director, City of Spokane,
808 W Spokane Falls Blvd,
Spokane, Washington, 99201

PROJECT: Reconnecting the 5th Avenue Community - Community Connectors

TEAM Lead: Maren Murphy, Senior Planner, City of Spokane
NUMO contact: Jyot Chadha jyot@numo.global

Dear Spencer Gardner,

We are pleased to inform you that as part of the Robert Wood Johnson Foundation Community Connector program, Smart Growth America is awarding you a subgrant of $130,000 to support the scope of work described in Appendix A. The award will be made in size and timing according to the terms of the Grant Agreement attached. As a condition of this award, you will need to provide a brief report by May 31, 2025, on the use of these funds along with any outputs and lessons learned.

Attached please find the Grant Agreement to review and sign. We value your work with local partners to advance this important work and are pleased to work with you and your partners.

Sincerely,

Calvin Gladney
President and CEO

Enclosures: Grant Agreement, Appendix A - Scope of Work, Appendix B - Budget Table

Grant Agreement

Subgrant Title: Reconnecting the 5th Avenue Community - Community Connectors
Subgrant Amount: $130,000
Subgrant Period: execution of this agreement until June 30, 2025

This subgrant, subject to the following terms and conditions, is made to City of Spokane (awardee) to bring together community and government partners to address the historical and ongoing harms from I-90 and the current development of US 395 in the 5th Avenue area of the East Central neighborhood. The group seeks to co-design solutions through an integrated and equitable approach of land use, transportation, housing and anti-displacement, economic opportunities, arts and culture, climate resilience, and community health so all residents can thrive.

The project will support efforts to partner with and work alongside the impacted community in the 5th Avenue area, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The purpose is to explore what reconnection looks and feels like for the 5th Avenue community with improved safety, livability, and amenities. The project will also support the process for leasing to the community key WA State Dept. of Transportation surplus lands held for highway purposes as part of the US 395/I-90 interchange, but no longer needed, to remedy past impacts to historically marginalized populations, and to achieve the goals of ESSB 5853 (RCW 47.12.380).

Anticipated Subgrant Results

Awardee's project outputs and outcomes for this grant period (as per the proposal) are:

1. Building the capacity of local CBOs and existing CBO coalition (Carl Maxey Center Housing and Economic Opportunity Group) to participate in two efforts:
    - City-led sub area planning effort in the 5th Ave area
    - Standing up an effort to address the mandate to return surplus lands alongside I-90 in East Central to the community
2. Creating space for input from the 5th Ave community and residents (via CBO partners) to participate in articulating their vision for their neighborhood with regard to the two efforts described in the first point.
3. Developing a website to share information and collate the efforts of the CMC HEO with regard to the efforts in the 5th Avenue area.
4. Bringing various government agencies—including City of Spokane, Spokane Transit Authority and WSDOT—into an ongoing conversation and engagement with the community to build non-transactional based relationships.

See Appendix A for a detailed scope of work.

Technical Assistance Needs

Technical Assistance will be provided at the request of the Awardee by a roster of experts from across the country during the grant period. Technical assistance providers may include, but are

not limited to, Smart Growth America, Equitable Cities, New Urban Mobility Alliance, and America Walks. It should be noted that specific TA services will be determined upon agreement between the TA provider and the awardee. The Awardee requests the following Technical Assistance for this grant period, to be finalized at a later date:

- Facilitator to guide the core team in finalizing the grant scope of work and budget;
- Real estate and community development expertise for surplus highway lands and,
- Coalition strategy for longer-term community organizing.

Payment Schedule

The payment for $130,000 will be disbursed in accordance with the following table.

Deliverable	**Delivery date**	**Disbursement**	**Payee**
Finalized SOW and signed grant agreement	April 22, 2024	$20,000	City of Spokane
Finalized scope of work and budget for grant priorities	May 31, 2024	$50,000	City of Spokane
Finalized position description and hiring organization (if not the City of Spokane) for Community Project Manager	May 31, 2024	$60,000	City of Spokane

Approved Budget
See Appendix B for the detailed budget table.

Adjustments to the Budget and Key Personnel
During the term of this subgrant, awardee may reallocate funds between line items by 10 percent at their discretion.

Any larger change will require consultation and written pre-approval from awardee's EC contact. Awardee must notify awardee's EC contact of any changes in key personnel.

Please contact awardee's EC contact if awardee anticipates having unexpended funds after the grant period ends.

Limitation on Use of Funds
In keeping with Robert Wood Johnson Foundation policy, funds may not be used to support

clinical trials of unapproved drugs or devices, to construct or renovate facilities, for capital costs of any kind, for lobbying-related activities and expenses, for political activities, or as a substitute for funds currently being used to support similar activities.

ACCEPTANCE:
On behalf of Clean+Healthy New York, I hereby accept and agree to the terms of the grant as set forth above.

Signature _____

Print Name _____

Title _____

Date _____

Appendix A: Scope of Work

The following Scope of Work outlines the focus for $130,000 in grant funding from Smart Growth America. The City of Spokane is serving as the fiscal lead, though the funds are dedicated for the community and community-based organizations to support the goals of the Community Connectors program. The grant will fund capacity building, engagement, participation, and information sharing among those most impacted in the 5th Avenue area, including coalition-building through the Carl Maxey Center Housing & Economic Opportunity (CMC HEO), and partnering with community-based organizations (CBOs) and community leaders.

Grant Priorities

Grant Focus 1: Coalition Capacity *(Proposed Budget: $60,000)*

Support 5th Avenue community-based organizations (CBOs) in participation and engagement with the CMC HEO through June 2025. The focus will be on key CBOs serving impacted communities in the 5th Avenue area. Each CBO will:

- Receive a stipend to participate in the coalition and Community Connectors Program.
- Facilitate one community discussion integrated with their own mission and services related to reconnecting 5th Avenue.

Support community-based team members' participation in the Community Connectors Program through June 2025. Each team member will:

- Receive a stipend to participate in the coalition and Community Connectors Program.
- Participate in monthly meetings as needed for the CMC HEO.
- Participate in development of the technical assistance scope and outcomes, including related workshops and training.

Grant Focus 2: Community Project Manager *(Proposed Budget: $60,000)*

Develop a scope and hire a part-time community project manager, either through the City of Spokane, CBO or third-party foundation, through June 2025. The community project manager will help facilitate coordination, communication, engagement and partnerships to successfully advance locally driven projects that reconnect the 5th Avenue area.

Key tasks may include:

- Build partnerships among CBOs, public agencies, institutions, residents, and businesses to deepen the community coalition;
- Collaborate on community engagement around projects that interact with the 5th Avenue area, including the surplus highway lands and other planning;
- Facilitate monthly meetings through the CMC HEO;
- Help facilitate community workshops for the technical assistance projects;
- Coordinate with consultant(s) on leasing surplus highway lands for community purposes;
- Help identify additional federal, state, and non-profit funds for ongoing work; and
- Other tasks as identified to support the community coalition.

Grant Focus 3: Community Engagement *(Proposed Budget: $10,000)*

Support community engagement in workshops and meetings through June 2025:

- Pay a stipend for participation in and travel to meetings.
- Provide food and childcare at meetings.
- Offer meeting translation services, and ensure materials are available in multiple languages and formats as necessary.

Expand existing website to add elements of information sharing for public and community projects ongoing around the 5th Avenue area.

Table 1: Deliverables

Deliverable	Deliverable description	Delivery date	Funding Request
1. Monthly calls between Spokane team and NUMO	1 hour call with co-developed agenda and notes circulated post-call	Jan 2024 - June 2025	
2. Finalize and sign grant agreement	Spokane City Council acceptance of grant funds	April 22, 2024	$20,000
3. Finalize scope of work and budget for grant priorities	Identify Community Connectors Program subgrantees and contractors	May 31, 2024	$50,000 Technical Assistance: Coalition Facilitator
4. Finalize position description for Community Project Manager	PD and hiring process for Community Project Manager	May 31, 2024	$60,000
5. Scope for Technical Assistance	Develop scope for Technical Assistance support from Community Connector organizations or for procurement	July 31, 2024	Technical Assistance: Consultants

6. Interim report	Short summary (max 2 pages) of progress. Photographs and other forms of narrative reporting are welcome.	September 30, 2024	
7. Summary report	Short summary of (max 4 pages) of progress and brief financial report.	May 31, 2025	

East Central/ 5th Avenue Community Connectors Program – Proposal Timeline							
Activities/ Milestones	**2024**				**2025**		**Key person/ Group Responsible**
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	
Finalize grant and technical assistance scope development	x						Coalition
Accept grant funds through City council (April 2024)		x					City of Spokane
Technical Assistance Facilitator: Finalize scope and budget priorities, stipends framework		x					TA Facilitator, Coalition
Develop position and hire project manager		x					City of Spokane, Coalition
Develop TA scopes, select consultants			x				Coalition, Project Manager
Conduct community engagement and workshops to gather information and insights			x				Consultant, Coalition, Project Manager, TA Providers

Workshops and trainings for coalition strategy development			x	x			Consultant, Coalition, TA Providers
Milestone 1: Community defined solution and vision report				x			City of Spokane, Coalition, Project Manager
Identify future project needs and develop plan to maintain the relationships and partnerships built through the program					x	x	Coalition, Project Manager
Milestone 2: Strategies for continued collaboration and empowerment.						x	City of Spokane, Coalition, Project Manager
National convening and community celebration						x	Grant team

Appendix B: Proposed Budget

The following table lays out the proposed budget for the capacity-building grant.

	Budget item	**Proposed budget allocation**
1.	Subgrants to community-based organizations to facilitate a workshop/meeting with their constituents with regard to reimagining Lower East Central. Stipends to individuals from partner CBOs and the community playing a key role in the project. Note: To be further scoped out with the support of a facilitator.	$60,000
2.	Part time hire - a community project manager - to help facilitate coordination, communication, engagement and partnerships among the existing coalition of CBOs in the community	$60,000
3.	Various community engagement efforts including updating a website about the work taking place in the community, community meetings and events	$10,000

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	OPR 2024-0292
Renews #	
Cross Ref #	ORD C36512

Submitting Dept	PLANNING & ECONOMIC	**Project #**	
Contact Name/Phone	MAREN X6737	**Bid #**	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	**Requisition #**	SBO
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Agenda Item Name	0650 APPROVAL OF CONSULTANT CONTRACT FOR CLIMATE PLANNING –		

Agenda Wording

Contract between City of Spokane Planning Services and BERK Consulting, Inc. for climate impact and resiliency planning under the comprehensive plan periodic update.

Summary (Background)

The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element. The City of Spokane initiated the Request for Qualifications for Climate Planning - Phase 1 and selected BERK Consulting, Inc. for climate impact and resiliency planning under the comprehensive plan periodic update.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 420,000
Current Year Cost	$ 420,000
Subsequent Year(s) Cost	$

Narrative

No grant match. Additional climate planning funds will be requested in the 2025-2027 biennium.

Amount		Budget Account
Expense	$ 420,000	# 1360-94175-58700-54201-20263
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Phase 1 includes community engagement, climate impacts analysis, policy gap analysis, and climate risk and vulnerability assessment with a focus on equity and climate justice. This agenda item is 3 of 3 for climate planning.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	ACCOUNTING -	MURRAY, MICHELLE
Division Director	GARDNER, SPENCER		
Accounting Manager	ORLOB, KIMBERLY		
Legal	HARRINGTON,		
For the Mayor	JONES, GARRETT		

Distribution List	
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sgardner@spokanecity.org	tblack@spokanecity.org
amccall@spokanecity.org	rbenzie@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Planning Services
Contact Name	Maren Murphy
Contact Email & Phone	mmurphy@spokanecity.org
Council Sponsor(s)	CMs Klitzke and Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Climate Planning - Approval of Consultant Contract for Climate Planning – Phase 1
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Planning Staff have submitted a packet for City Council consideration to initiate Climate Planning – Phase 1, including the following items: 1. Climate Planning - SBO for Planning Services to Accept Commerce Grant Funds 2. Climate Planning - Resolution to Initiate Climate Planning under the Comprehensive Plan Periodic Update **3. Climate Planning - Approval of Consultant Contract for Climate Planning – Phase 1** *This briefing paper is 3 of 3 for climate planning.* The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with a focus on resilience and greenhouse gas emissions mitigation. The City initiated the Request for Qualifications and selected a consultant team for Phase 1. This is a contract between City of Spokane Planning Services and BERK Consulting, Inc. for climate impact and resiliency planning under the comprehensive plan periodic update. Phase 1 includes community engagement, climate impacts analysis, policy gap analysis, and climate risk and vulnerability assessment with a focus on equity and climate justice. WA Commerce has made available funding for climate planning for the 2023-2025 biennium, with the City of Spokane eligible for $700,000 in legislative appropriation for climate planning through 2029 as part of the WA Climate Commitment Act. City Council accepted $420,000 in Commerce grant funds for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142).

Fiscal Impact

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

Total Cost: $420,000

Current year cost: $420,000

Subsequent year(s) cost:

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? Funding for 2023-2025 Biennium

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?
  - Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted by the changing climate conditions and whose insight will lead to the most equitable outcomes. There is also additional emphasis on all levels of Tribal communication, partnership, and coordination.
- 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?
  - The planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and climate-related challenges.
- 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."

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  - This item was approved for grant acceptance by City Council on February 26, 2024 (RES 2024-0142).

City Clerk's OPR 2024-0292

City of Spokane

CONSULTANT AGREEMENT

Title: CLIMATE IMPACT AND RESILIENCY PLANNING WITH COMPREHENSIVE PLAN UPDATE SERVICES - PHASE I

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 I; and

WHEREAS, the Consultant was selected from RFQu No. 6026-23 and funded from Washington State's Climate Commitment Act.

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 April 22, 2024, and ends on December 31, 2025, 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 General Scope of Work for this Agreement is described in Exhibit B, and Consultant's Proposal dated January 8, 2024, attached as Exhibit C. 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.

- 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 **FOUR HUNDRED TWENTY THOUSAND AND 0/100 DOLLARS ($420,000.00)**, 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 <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at 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

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.

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.

BERK CONSULTING, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Work
Exhibit C – Consultant's Proposal dated January 8, 2024

24-045

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

Scope of Work – BERK Consulting

City of Spokane Climate Impact and Resiliency Planning with Comprehensive Plan Update

Project Understanding

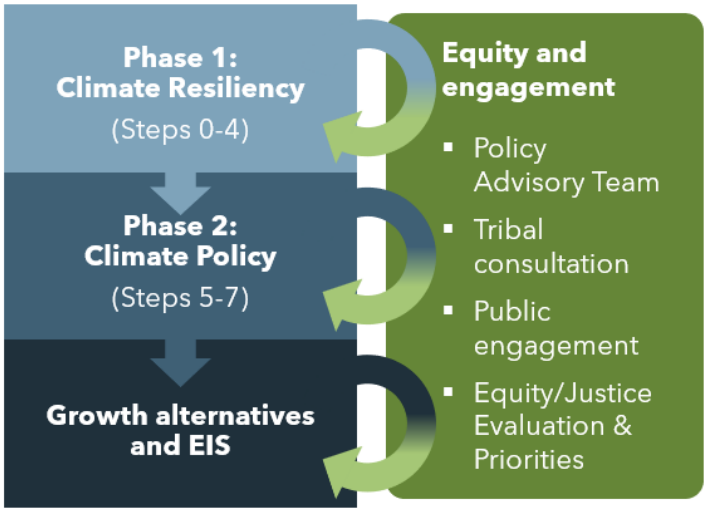
The City of Spokane, with a vision of "an exceptional sense of community, healthy environment, and high quality of life," and the second largest city in Washington, is leading the state in ambitious community planning efforts. The City has:

- A 14-chapter Comprehensive Plan with an integrated environmental impact statement, due for update in 2026.
- Implemented its Housing Action Plan with an initiative of Building Opportunity for Housing that increased housing choice and diversity in the city by supporting middle housing development.
- 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.
- Developed a Council Sustainability Action Plan.

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).

Scope of Services



Our multi-year 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. Our Year 1 Work Plan focuses on Phase 1.

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, Coordination, Engagement

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 an in-person project kick-off. This meeting will introduce core project team members, clarify key project questions, and develop a communication plan and project charter for Phase 1 and later Phase 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;
- Expectations for quality assurance and control of deliverables and submittal process for internal reviews; and,
- Schedule of periodic work sessions with interdepartmental staff to identify assets and priorities in Step 2.
- Schedule of periodic study sessions for City Council at key points in Phase 1. This includes up to three (3) touchpoints: introduction to the project, discussion during the vulnerability assessment results, and next steps.

DELIVERABLES: Project Charter, kick-off meeting notes, inventory documents list, schedule of project check ins and interdepartmental team meetings, in Word and PDF format.

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). This scope anticipates that the City of Spokane would establish both an internal technical team and an external community partners team. Members could include planners and public works professionals, community-based organizations, community members, and leaders within overburdened communities that are most impacted by the changing climate conditions. The scope assumes one in person and three virtual internal technical workshops and one in person and two virtual meetings of an external advisory team. We will utilize email updates and 1on 1 meetings as additional touchpoints as determined by project needs and engagement strategy.

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, and track associated engagement results, so that community engagement 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. The engagement strategy will include communication activities and promotional pathways (e.g., social media, City website updates, etc.) for activities that City staff would lead, as well as activities the consultant team will lead. The engagement strategy will also include key project messages to align the consultant team and City staff. We will coordinate with the City, including the Communications Team, 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. The engagement strategy would reflect all phases, but the focus of engagement activities themselves will

highlight Phase 1. 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 and youth 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.
    - KAI will establish a Tribal engagement workgroup consisting of 5-6 members from area Tribes, starting with the Spokane Tribe, and the tribal/urban Indian organizations in Spokane. KAI will establish, coordinate, and facilitate 8 virtual meetings with this workgroup over the course of the first year of the project. The purpose of the workgroup will be to guide the tribal engagement work to enable input on the development of the comprehensive plan.
    - 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 with Tribal component and Program for continuous improvement, in Word and PDF format.

- Community survey raw data; final summary report in Word and PDF format; and public presentation materials in PPT and PDF format.
- Quarterly, or engagement phase-based, update reports on engagement activities, key takeaways, and major outcomes.
- Development of public presentation materials and practices for City staff to expand upon engagement with additional opportunities as appropriate.

Expenses and Assumptions: Expenses for Step 1 include:

- City will lead recruitment for listening sessions, partnering with community based organizations, advertising the survey with Consultant advice.
- Travel for Kick off (which may include tour with staff)
- Translation of a survey up to six languages and 1-2 social media posts or fact sheets.
- Stipends and incentives for participation and materials or refreshments for events.
- Consultant facilitation of one in person and three virtual internal technical workshops and one in person and two virtual meetings of an external advisory team.

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 (including cultural and heritage assets), 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 Climate Resilience Project, City's Displacement Risk Analysis, CDC Places data, Clean Air Agency, CDC Social Vulnerability Index, historic redlining practices, displacement risk, 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. We can use Survey Monkey either hosted by the consultant team or the City staff and we will provide a raffle incentive to help promote the community survey.

DELIVERABLE: Climate Analysis Impacts and Climate Justice Memo, in Word and PDF format, with accompanying background data as applicable.

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 Sustainability Action Plan
- 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, in Word and PDF format, with accompanying background data as applicable.

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. 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.
- Analysis of all 11 sectors that the Department of Commerce has defined in their guidance documentation to support later goal development in compliance with HB 1181.

The vulnerability and risk assessment could be broader and less detailed across more topics and sub-topics, which may set up the Phase 2 Comprehensive Plan policy evaluation to a greater degree, or

narrower but deeper on fewer subjects to focus on major priorities where the City has more needs or leverage. The approach can be discussed at the project Kick-off meeting.

Table 1. Example Broad Topics for Vulnerability and Risk Assessment

Major Topic	Sub-Topic
Human Well Being / Emergency Management	Public Health Social Services (including education & libraries) Emergency Management
Ecosystems & Water Resources	Critical Areas Surface water & Groundwater Stormwater
Infrastructure	Energy Waste Management Roads Pedestrian & Bicycle Systems Transit Water Supply Wastewater
Community Design, Land Use, and Economic Development	Building Design & Regulations Neighborhoods, Growth Strategy & Zoning Housing Affordability & Accessibility including relationship to City's Racially Disparate Impacts evaluation Businesses (location & employee access)
Cultural & Natural Resources	Cultural Resources Shorelines Parks, Trails, Open Space Urban Forest Food Systems (Urban Agriculture, Farmers Markets, Food Banks)

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. We will integrate the findings of the engagement efforts as qualitative sources of analysis. 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.

While the focus is on Vulnerability and Risk Assessment, we will identify Greenhouse Gas/Vehicle Miles Travelled reduction opportunities based on GHG inventory results in other City efforts and engagement results.

Note: Task 4.1 can start in parallel with Step 2 to inform impacts and risks.

- **Deliverable:** Climate Vulnerability and Risk Assessment methodology and GIS spatial evaluation, and list of indicators.

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 in Word and PDF format, including:

- GIS layers created during the spatial analysis
- Accompanying data, spreadsheets, supporting materials
- Public presentation materials, in PPT and PDF format

Step 5 Multimodal Level of Service (MMLOS) Memo (Grant Deliverable B1)

Fehr & Peers will develop a background memo on four topics of interest to Spokane staff: MMLOS metrics, concurrency, impact fees and how project recommendations can include equity and safety in project identification consistent with environmental justice. This memo will summarize how peer communities are approaching these topics, identifying in a table how each approach might be applied in Spokane.

Topic 1: MMLOS Metrics

Fehr & Peers will summarize the approach to MMLOS applied by the following communities:

- Up to 5 Washington cities

Topic 2: Concurrency

Fehr & Peers will summarize the approach to concurrency applied by the following communities:

- Spokane – current approach
- Up to 3 other approaches applied by Washington cities

Topic 3: Impact Fees

Fehr & Peers will summarize the multimodal impact fee programs applied by the following communities:

- Spokane's current program, plus:
- Up to 5 additional communities in Washington State

Topic 4: Incorporation of Equity and Safety in Project Identification

Fehr & Peers will summarize how Spokane and other communities have incorporated equity and safety into project identification consistent with environmental justice:

- Spokane's current processes, plus:
- Up to 5 additional communities in Washington State

Fehr & Peers will deliver this memo to Spokane staff within eight weeks of notice to proceed.

Workshop with Staff

Following staff review of the memo, Fehr & Peers staff will join Spokane staff for a three-hour in-person workshop to discuss these topics. The workshop will include:

- Goals for the workshop: To narrow the range of options; make sure staff understand options presented; and ultimately identify options that are implementable and right sized for Spokane
- Presentation of the memo's findings
- Gathering perspectives on each topic and those approaches that would be most applicable in Spokane.
- How these topics should be addressed in Comprehensive Plan update.

Deliverable: Fehr & Peers will document outcomes from the workshop in a summary memo, which will include maps and guidance for Spokane's Comprehensive Plan update, in Word and PDF format.

- GIS layers created during the spatial analysis (see Task 4; maps of multimodal transportation system would be reflected through that task based on City and transit partner information).
- Accompanying data, spreadsheets, supporting materials

Phase 1 Cost Summary

Based on the scope the cost summary is shared below. The costs are aligned closely with the expected grant deliverables. A little more emphasis on the engagement, impacts/justice evaluation, and policy analysis is anticipated to ultimately support the vulnerability and risk assessment report.

Cost Summary Table

	2024 Hourly Rate	Summary by Subtask (Labor)	Subtotals by Major Task (Labor + Expenses)
Phase 1			
Step 1 Project Start-up, Coordination, Engagement			
Taks 1.0 Project Management and Ongoing Coordination		$25,551	
Task 1.1 Form Climate Policy Advisory Team		$41,840	
Task 1.2 Develop Engagement Strategy			
Strategy		$11,480	
Engagement, Climate, and Environmental Justice		$33,634	
Tribal Engagement		$13,034	
	Stipends and Expenses		$28,014
Subtotal Step 1			$153,553
Step 2 Explore Climate Impacts & Climate Justice			
Task 2.1 Review relevant plans and data sources on climate hazards		$15,835	
Task 2.2 Identify social, economic, and environmental assets		$17,357	
Task 2.3 Identify vulnerable communities and environmental health disparities		$9,700	
Task 2.4 Identify priority climate hazards and climate justice concerns		$12,752	
Subtotal Step 2			$55,643
Step 3 Audit Plans and Policies			
Task 3.1 Review existing comprehensive plan policies for climate gaps and opportunities,		$38,314	
Subtotal Step 3			$38,314
Step 4 Assess Climate Vulnerability and Risk			
Task 4.1 Conduct Climate Vulnerability and Risk Assessment		$92,403	
GHG/VMT opportunities		$15,575	
Task 4.2 Identify climate vulnerability priorities		$29,561	
Subtotal Step 4			$137,539
Step 5 Multimodel Level of Service Memo			
Background research & documentation		$17,820	
Workshop		$8,350	
Findings memo		$8,780	
Subtotal Step 5			$34,950
Hours		**2156**	
Labor Cost		**$391,986**	

Subtotal Consultant Labor Cost	**$391,986**
Project Expenses at ~2% of Project Budget	**$7,114**
Translation, Stipends	**$20,900**
Estimated Project Total	**$420,000**
	Phase 1 Share
BERK	$119,760
Cascadia	$130,060
KAI	$33,202
Parametrix	$53,714
Fehr & Peers	$55,250
Travel, Printing, Delivery	$7,114
Translation, Stipends	$20,900
Total	$420,000

Phase 2 – Climate Policy

Phase 2 will integrate the findings of Phase 1. Phase 2 will be scoped prior to Phase 2 funding availability. BERK will lead Phase 2particularly the Resilience sub-element policies and the HB 1181 amendment efforts. 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.

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 later Phase 2 work. This phase will be scoped prior to Phase 2 funding availability.

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 collaborate 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 fall 2024 or early 2025 depending on the City's overall plan schedule.

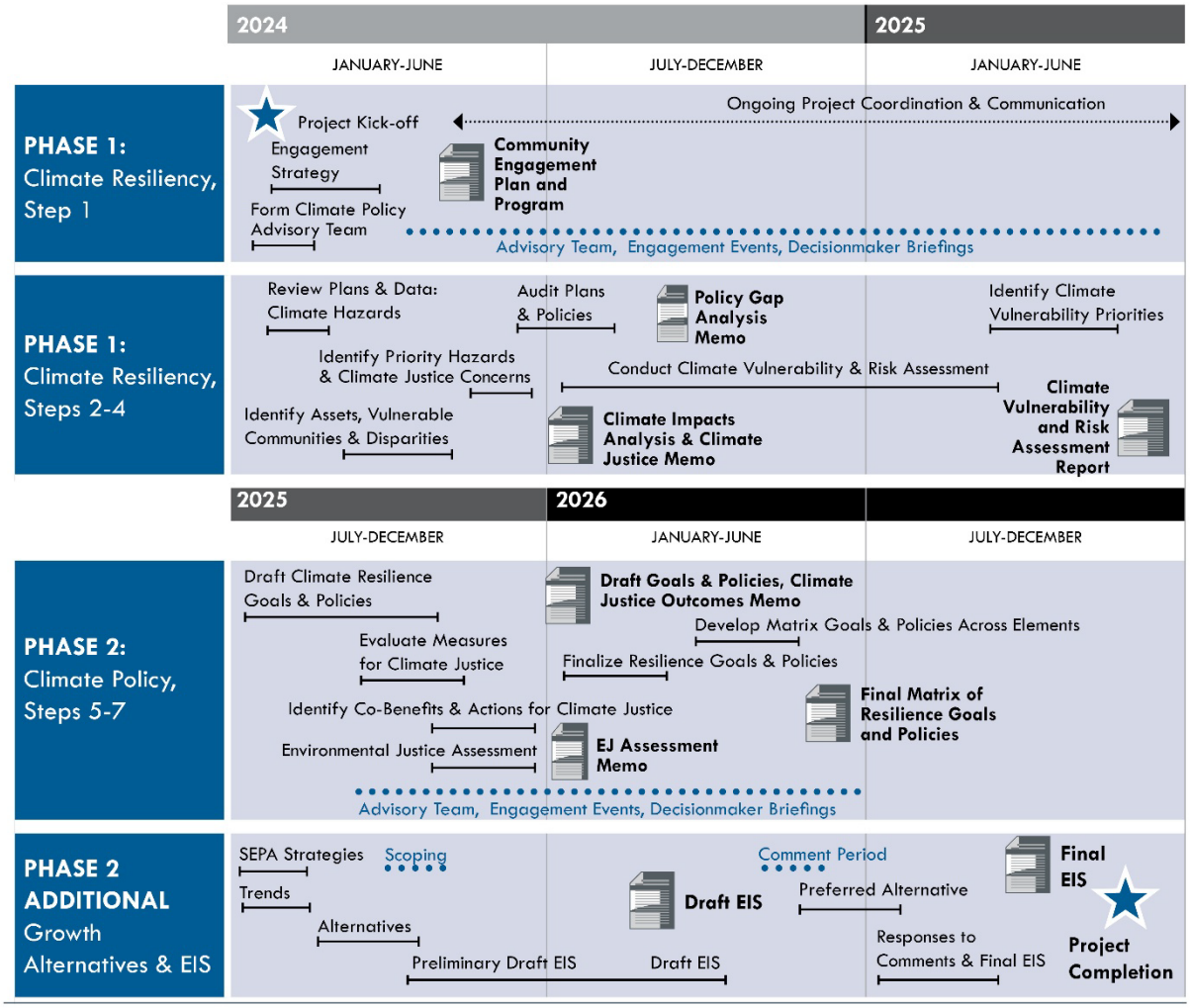


EXHIBIT C

Consultant's Proposal dated January 8, 2024 – BERK Consulting

Phone: (206) 324-8760
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121
www.berkconsulting.com

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
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.

Sincerely,

Lisa Grueter

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.

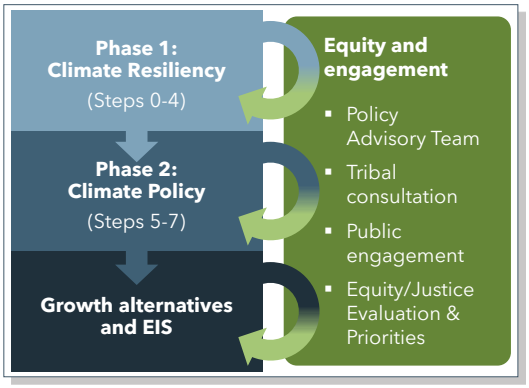
Now the City desires to address HB 1181 to integrate climate planning into the Comprehensive Plan.

- 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
Developing climate vulnerability assessments that provide an understanding of assets, risks, and strategies. (Cascadia and BERK)	Bellevue, Burien, Covington, Redmond, Renton, Seattle, Vancouver, Kitsap, Pierce, and Snohomish Counties
Developing and Testing Commerce's Climate Resilience guidebook with pilot jurisdictions. (Cascadia and BERK)	Pullman, Woodland, Port Angeles
Creating Climate Change and Resilience Elements for communities using new state guidance (BERK and Cascadia)	Bothell, Burien, Covington, Kenmore, Lakewood, Renton, Sumner, Vancouver
Creating equitable engagement plans and conducting targeted engagement with long-term community relationships in mind. (Cascadia, KAI, and BERK)	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
Consulting with tribes in meaningful community planning efforts. (KAI, Cascadia)	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
Integrating climate resilience and environmental justice objectives into the evaluation of growth alternatives and Environmental Impact Statements. (BERK, Fehr & Peers, Parametrix)	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
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 & Peers, Parametrix)	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."

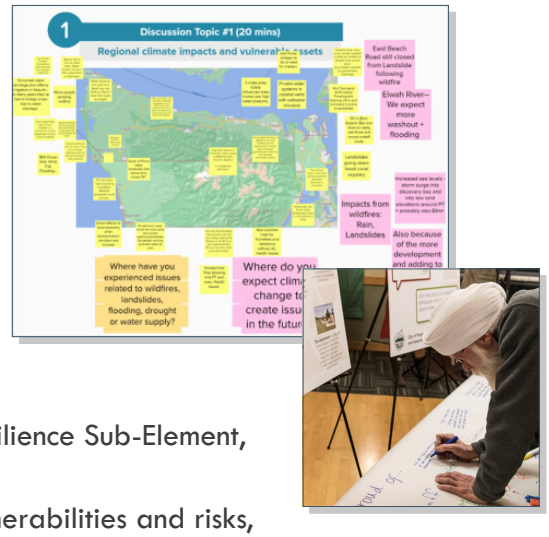
Together with City staff, we will create an engagement strategy that can be adaptively managed over the life of the project, pivoting our approach as needed to help ensure that we are learning from all the necessary perspectives. We will coordinate with the City to fulfill the City's language access 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.

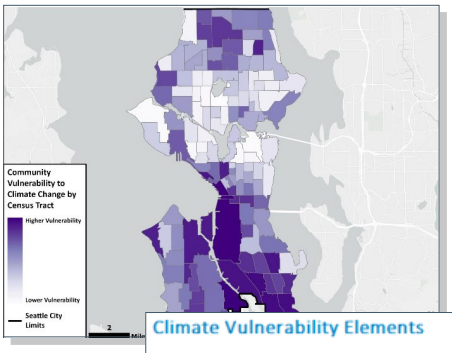
DELIVERABLE: Policy Gap Analysis Memo.

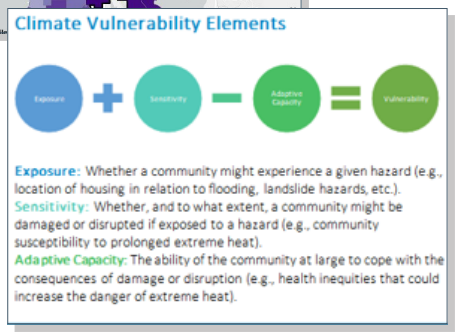
Step 4 Assess Climate Vulnerability and Risk

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.

Example Climate Resiliency Assessments

Commerce Climate Resilience Pilot Program | Seattle | NODC Climate Action Toolkit | Redmond | Burien | Chelan County | Snohomish County

Note: Task 4.1 can start in parallel with Step 2 to inform impacts and risks.

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.

Example Parks and Tree Canopy Experience

Everett | Pierce County | Lakewood | Chelan County – Malaga

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.

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 5.2 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).

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

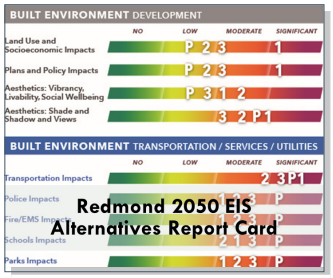
plans. We understand these tasks are not yet formalized but the City is committed to developing an EIS similar to its current integrated Plan/EIS.

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.

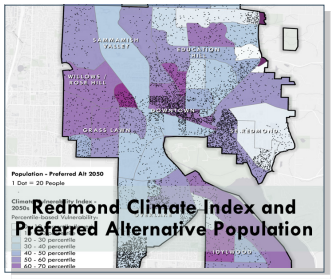
Our approach to key tasks is highlighted below. We can scale our efforts to match the City's needs and resources.

- **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



Redmond 2050 EIS Alternatives Report Card



Redmond Climate Index and Preferred Alternative Population

Redmond Alternatives/DEIS Engagement

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.

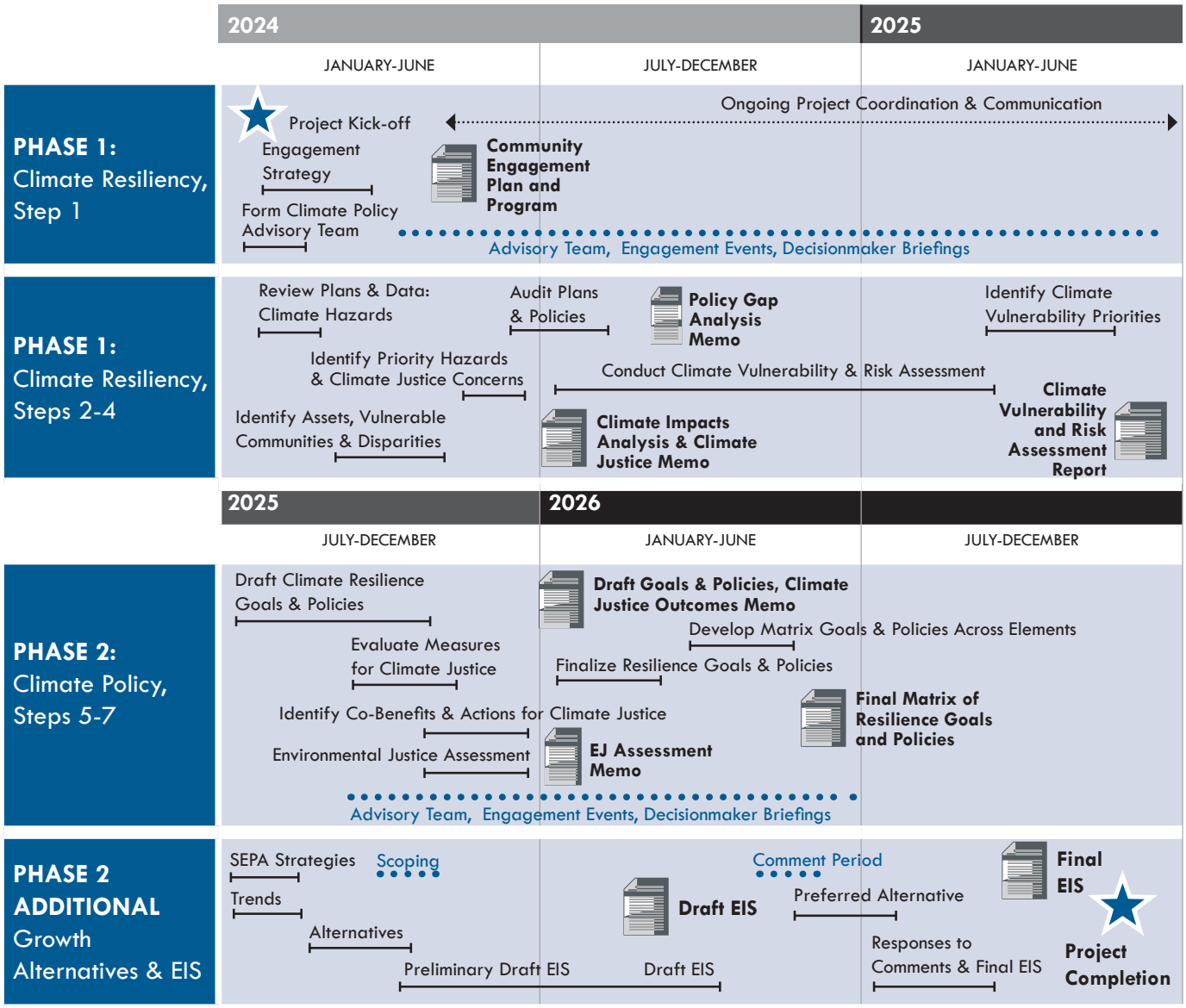
DELIVERABLE: Draft and Final EIS

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
Firm Name - Years of Experience								
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		●	●	●	●	●	●	●
Project Name (Team)								
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.

	PHASE 1: CLIMATE RESILIENCY (Cascadia Lead)	PHASE 2: CLIMATE POLICY (BERK Lead)	PHASE 2 ADDITIONAL: GROWTH ALTERNATIVES & EIS (BERK Lead)
Project Management	**Lisa Grueter, AICP** – **Project Manager**		**Stefanie Hindmarch** – **Deputy Project Manager**
Climate Impacts, Vulnerabilities and Risk, Resiliency Goals & Policies	**Dr. Mary Ann Rozance** – **Climate Resiliency & Vulnerability Lead** **Megan Lee** – Climate Justice **Ben Silver, GISP** – GIS Analysis **Isa Hirata** – Planning Support	**Marissa Milam** – Transportation **Aaron Gooze** – Transportation **Lisa Grueter, AICP** – Land Use, Parks, Capital Facilities	**Lisa Grueter, AICP** – **Comprehensive Plan & EIS Lead** **Stefanie Hindmarch** – Planner **Ferdouse Oneza, AICP** – Planner **Dr. Mary Ann Rozance** – Resiliency Sub-Element **Megan Lee** – GHG Sub-Element **Marissa Milam** – Transportation **Aaron Gooze** – Transportation
Climate & Environmental Justice	**Dr. Mary Ann Rozance** – **Climate Resiliency & Vulnerability Lead** **Megan Lee** – Climate Justice	**Lisa Grueter, AICP** – **Land Use, Parks, Capital Facilities Lead** **Stefanie Hindmarch** – Planner **Ben Silver, GISP** – GIS Analysis	**Dr. Leigh Hayden** – **Tribal Engagement Lead** **Jaime Begay** – Tribal Engagement Support
Growth Management Planning, Integrated SEPA	**Lisa Grueter, AICP** – **Land Use Planning & SEPA Lead**	**Stefanie Hindmarch** – Planner	**Ferdouse Oneza, AICP** – Planner **Isa Hirata** – Planning Support
Land Use, Parks, Capital Facilities	**Lisa Grueter, AICP** – **Land Use Planning & SEPA Lead**	**Stefanie Hindmarch** – Planner	**Ferdouse Oneza, AICP** – Planner **Isa Hirata** – Planning Support
Transportation	**Aaron Gooze** – **Transportation Lead**		**Marissa Milam** – Transportation
Utilities and Natural Environment	**Mark Mazzola** – **Environmental Planner Lead** **Claire Hoffman** – Natural Environment Lead		**Ben Roberg** – **Civil/Stormwater Lead** **Mari Eleno-Orama** – Utilities Lead
Engagement: Community & Tribal	**Megan Lee** – **Community Engagement Lead** **Dr. Leigh Hayden** – **Tribal Engagement Lead**		**Jaime Begay** – Tribal Engagement Support **Stefanie Hindmarch** – Plan/EIS Engagement

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

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

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

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, Sumnerand 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.

Education	• Ph.D. Urban Studies, Portland State University • M.S. Forest Resources, University of Washington • B.S. Natural Resources Conservation, University of British Columbia
Other Credentials	• National Science Foundation IGERT Fellow, 2013-2018 • Association of Collegiate Schools of Planning and Lincoln Institute of Land Policy Curriculum Innovation Award, 2020

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.

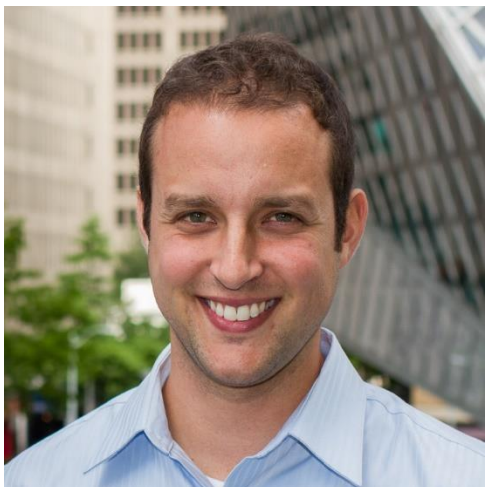
2023. City of Spokane (WA). GHG Inventory and Analysis.
Project Manager; Oversaw the re-baselining of Spokane's 2016 inventory and ABAU wedge analysis.

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.



FEHR PEERS

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.

FEHR PEERS

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

Profesional 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.

KAUFFMAN
AND ASSOCIATES INCORPORATED

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"

KAUFFMAN
AND ASSOCIATES INCORPORATED

Jaime Begay, MPH

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

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/20/2024
Clerk's File #	OPR 2024-0293
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE JBINGLE ZZAPPONE
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT FOR 1234 N ATLANTIC ST

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Atlantic Project, LLC, for the future construction/renovation of approximately 95 units, at Parcel Number(s) 35181.0820, .0813 commonly known as 1239 & 1234 N Atlantic St.

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

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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PLANNING & ECONOMIC DEVELOPMENT
MFTE Committee Briefing Paper
Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, and Kitty Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	**0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement**
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. Staff has determined that the **Atlantic Apartments** Conditional application meets the Project Eligibility defined in SMC **08.15.040** and is located in a previously adopted Residential Target Areas identified in SMC **08.15.030**. Once the project is constructed, the applicant intends to finalize as a **12-yr Affordable Rentals (requires 30% of units to be rent and income restricted)**. 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.
Proposed Council Action & Date:	**Approve the MFTE Conditional Agreement for the Atlantic Apartments at the April 22, 2024 City Council Meeting.** **Project Details:** The applicant applied for a Conditional MFTE Agreement for **95 units, at 1234 N ATLANTIC ST SPOKANE, WA** • Property is zoned **GC-150** and the proposed use is allowed. • Estimated Construction Costs: **20000000** • Located in the **Emerson/Garfield** neighborhood.
Fiscal Impact: **Approved in current year budget?**	☐ Yes ☐ No ☒ N/A
Total Cost: **$0** Current year cost: Subsequent year(s) cost:	
Narrative: The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.	
Funding Source	☐ One-time ☐ Recurring ☒ N/A
Specify 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.)

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.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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 Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative 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 ATLANTIC PROJECT LLC, as "Owner/Taxpayer" whose business address is 1234 N Atlantic St, Spokane, WA 99201 .

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:

CENTRAL ADD L16-17 B64
&
CENTRAL ADD LT 18 - 20 BLK 64

Assessor's Parcel Number(s) **35181.0820 & 35181.0813**,

commonly known as
1230 & 1234 N ATLANTIC ST SPOKANE, WA.

WHEREAS, this property is located in the . and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**. 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 **95** 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 **30%**. 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 City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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

By:

_____

Interim City Administrator, Garrett Jones

_____

Attest:

_____

City Clerk

By:

_____

Its:

_____

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/20/2024
Clerk's File #	OPR 2024-0294
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE ZZAPPONE JBINGLE
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT FOR 2539 N NAPA ST

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Louis & Debbie Barro, for the future construction/renovation of approximately 4 units, at Parcel Number(s) 35092.4701 commonly known as 2539 N Napa St.

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

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Louis Barro - 1812 E Marietta Ave, Spokane, WA	smacdonald@spokanecity.org
sgardner@spokanecity.org	tstripes@spokanecity.org
abeck@spokanecity.org	rbenzie@spokanecity.org

PLANNING & ECONOMIC DEVELOPMENT
MFTE Committee Briefing Paper
Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Kitty Klitzke, Jonathan Bingle, and Zack Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	**0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement**
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. Staff has determined that the **Barro Fourplex** Conditional application meets the Project Eligibility defined in SMC **08.15.040** and is located in a previously adopted Residential Target Areas identified in SMC **08.15.030**. Once the project is constructed, the applicant intends to finalize as a **12-yr Affordable Rentals (requires 25% of units to be income and rent restricted)**. 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.
Proposed Council Action & Date:	**Approve the MFTE Conditional Agreement for the Barro Fourplex at the April 22, 2024 City Council Meeting.** **Project Details:** The applicant applied for a Conditional MFTE Agreement for **4 units, at 2539 N NAPA ST SPOKANE, WA** • Property is zoned **R1** and the proposed use is allowed. • Estimated Construction Costs: **900000** • Located in the **Logan** neighborhood.
Fiscal Impact: **Approved in current year budget?**	☐ Yes ☐ No ☒ N/A
Total Cost: **$0** Current year cost: Subsequent year(s) cost:	
Narrative: The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.	
Funding Source	☐ One-time ☐ Recurring ☒ N/A
Specify 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.)

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;

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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?

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(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?

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Section 08.15.100 Annual Certification and Affordability Certification
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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.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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 Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative 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 BARRO, LOUIS & DEBBIE, as "Owner/Taxpayer" whose business address is 1812 E MARIETTA AVE SPOKANE, WA 99207.

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:

AVONDALE ADD L1 B47

Assessor's Parcel Number(s) **35092.4701**,

commonly known as
2539 N NAPA ST 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 **4** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/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

By:

_____

Interim City Administrator, Garrett Jones

_____

Attest:

_____

City Clerk

BARRO, LOUIS & DEBBIE

By:

_____

Its:

_____

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/26/2024
Clerk's File #	OPR 2024-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	JBINGLE KKLITZKE ZZAPPONE
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT FOR 717 W SPOFFORD

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Jeffrey Utecht and Daneah Galloway, for the future construction/renovation of approximately 4 units, at Parcel Number(s) 35073.3605 commonly known as 717 W Spofford 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	$ 0
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	BEATTIE, LAUREN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Daneah Galloway - daneah@g3-homes.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	tstripes@spokanecity.org
abeck@spokanecity.org	rbenzie@spokanecity.org

PLANNING & ECONOMIC DEVELOPMENT
MFTE Committee Briefing Paper
Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Kitty Klitzke, Zack Zappone, and Jonathan Bingle
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	**0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement**
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. Staff has determined that the **Spofford Conversion/Addition** Conditional application meets the Project Eligibility defined in SMC **08.15.040** and is located in a previously adopted Residential Target Areas identified in SMC **08.15.030**. Once the project is constructed, the applicant intends to finalize as a **12-yr Affordable Rentals of 4-11 Units**. 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.
Proposed Council Action & Date:	**Approve the MFTE Conditional Agreement for the Spofford Conversion/Addition at the April 22, 2024 City Council Meeting.** **Project Details:** The applicant applied for a Conditional MFTE Agreement for 4 **units, at 717 W SPOFFORD AVE SPOKANE, WA** • Property is zoned **RHD-55** and the proposed use is allowed. • Estimated Construction Costs: **750000** • Located in the **Emerson/Garfield** neighborhood.
Fiscal Impact: **Approved in current year budget?**	☐ Yes ☐ No ☒ N/A
Total Cost: **$0** Current year cost: Subsequent year(s) cost:	
Narrative: The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.	
Funding Source	☐ One-time ☐ Recurring ☒ N/A
Specify 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.)

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.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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 Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative 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 UTECHT, JEFFREY/GALLOWAY, DANEAH, as "Owner/Taxpayer" whose business address is 1949 8TH AVE W SEATTLE, WA 98119.

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:

MOUNTAIN VU ADD L4 B1

Assessor's Parcel Number(s) **35073.3605**,

commonly known as
717 W SPOFFORD 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 of 4-11 Units**. 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 **4** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/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 City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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	UTECHT, JEFFREY/GALLOWAY, DANEAH
By:	By:
_____	_____
Mayor, Lisa Brown	Its:
_____	_____
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

CITY OF SPOKANE

Agenda Sheet for City Council:

Committee Meeting Information:

PIES | Consent

04/15/2024 | Duration: 0 min.

Status: **SUBMITTED TO AGENDA**

Council Meeting Date: 04/22/2024 | Briefing date: 04/15/2024

Date Rec'd (Clerk use only)	3/5/2024
Clerk's File #	OPR 2024-0296
Renews #	
Cross Ref #	
Project #	2022079
Bid #	
Requisition #	CR 26209

Submitting Dept*:	ENGINEERING SERVICES		
Contact Name & Phone*:	DAN BULLER	625-6391	
Contact E-Mail*:	DBULLER@SPOKANECITY.ORG		
Add'l Docs Attached? ☑	Engineer Construction Contract		
Council Sponsor(s):	BWILKERSON	JBINGLE	KKLITZKE

Agenda Item Name: Begin with Dept #

0370 – LOW BID AWARD – MAPLE BRIDGE EROSION MITIGATION

Agenda Wording*: (0 character max) ☑ Additional attached?

Low Bid of Wesslen Construction and Development, Inc. (Spokane Valley, WA) for Maple Street Bridge North Bank Erosion Mitigation - $245,993.10. An administrative reserve of $24,599.31, which is 10% of the contract, will be set aside. (Peaceful Valley

Summary (Background)*: (150 character max.) ☐ Additional attached?

On April 1, 2024, bids were opened for the above project. The low bid was from Wesslen Construction and Development, Inc. in the amount of $245,993.10, which is $4,357.90 or 1.7% below the Engineer's Estimate of $250,351.00. Two other bids were received as follows: Inland Infrastructure, LLC - $287,996.00 and Halme Construction, Inc. - $423,585.00.

Approved in current year budget? ◉ Yes ○ No ○ N/A

Total cost:	$ 270,592.41
Current year cost:	$ 270,592.41
Subsequent year(s) cost:	$ 0

Narrative: (255 character max)

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...

Lease? Yes ○ No ◉ Grant related? Yes ○ No ◉ Public Works? Yes ◉ No ○

Fiscal Impact		**Budget Account** ☐ Additional attached?	
Expense	$ 270,592.41	#	1100-21900-42500-54201-23012
Select	$	#	
Select	$	#	
Select	$	#	

Approvals		**Distribution List** (Emails preferred) ☐ Additional?
Dept Head	BULLER, DAN	Vendor Signer (First & Last Name & E-Mail)
Division Director	FEIST, MARLENE	ddaniels@spokanecity.org
Accounting Manager	ORLOB, KIMBERLY	eraea@spokanecity.org

Legal	HARRINGTON, MARGARET	publicworksaccounting@spokanecity.org
Executive	PICCOLO, MIKE	kgoodman@spokanecity.org
Additional Approvals		jgraff@spokanecity.org
PURCHASING		pyoung@spokanecity.org
Select Dept 2		jerry@wesslen.com
Select Dept 3		
Select Dept 4		

Save Cancel View Related Documents

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org, 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Maple St. Br. North Bank Erosion Mitigation
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	• As shown in the attached pictures, beneath the north end of the Maple St. bridge, significant erosion has occurred. • This erosion is believed to have been caused by plugged stormwater infrastructure (it is very difficult to access these catch basins and pipes beneath the bridge on a steep hillside) and a broken seal in the bridge joint. • Both of these root causes have now been corrected and the eroded area needs to be filled by way of the project that is the subject of this briefing paper. • This project will fill the eroded area in such a way that the fill will stay in place even with transient pedestrian traffic atop the fill.

Fiscal Impact

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

Total Cost: $0.5M

Current year cost:

Subsequent year(s) cost: $0

Narrative: 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 ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources

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?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their city utility bills.

- 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?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

FULL

City Clerk's No. OPR 2024-0296
Engineering No. 2022079

City of Spokane

PUBLIC WORKS CONTRACT

Title: **MAPLE STREET BRIDGE NORTH BANK EROSION MITIGATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WESSLEN CONSTRUCTION AND DEVELOPMENT, INC.**, whose address is 5308 East Cataldo Avenue, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MAPLE STREET BRIDGE NORTH BANK EROSION MITIGATION.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022079 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $245,993.10, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
    a. Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. 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 Contractor 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 Contractor.

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send each labor union, or representative of workers with which it has

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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. Contractor will comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

26. 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 a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

WESSLEN CONSTRUCTION AND DEVELOPMENT, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

24-052

PAYMENT BOND

We, **WESSLEN CONSTRUCTION AND DEVELOPMENT, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED NINETY-THREE AND 10/100 DOLLARS ($245,993.10)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MAPLE STREET BRIDGE NORTH BANK EROSION MITIGATION.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

WESSLEN CONSTRUCTION AND DEVELOPMENT, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **WESSLEN CONSTRUCTION AND DEVELOPMENT, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED NINETY-THREE AND 10/100 DOLLARS ($245,993.10)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MAPLE STREET BRIDGE NORTH BANK EROSION MITIGATION.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

WESSLEN CONSTRUCTION
AND DEVELOPMENT, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	SPECIAL SIGNS "No Trespassing"	3.00 EA	$ 220.00	$ 660.00
2	HEALTH AND SAFETY PLAN	1.00 LS	$ 840.00	$ 840.00
3	SITE CLEANUP OF BIO AND PHYSICAL HAZARDS	5,000.00 FA	$ 1.00	$ 5,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	$ 1.00	$ 1.00
5	SPCC PLAN	1.00 LS	$ 840.00	$ 840.00
6	MOBILIZATION	1.00 LS	$ 32,760.00	$ 32,760.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$ 6,240.00	$ 6,240.00
8	SEQUENTIAL ARROW SIGNS	150.00 HR	$ 0.00	$ 0.00
9	TYPE III BARRICADE	4.00 EA	$ 780.00	$ 3,120.00
10	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	$ 1.00	$ 5,000.00
11	PERMEABLE BALLAST	20.00 CY	$ 747.00	$ 14,940.00
12	STONE - PARTIALLY GROUTED	30.00 CY	$ 1,082.17	$ 32,465.10
13	SOIL NAIL	8.00 EA	$ 10,417.50	$ 83,340.00

14	SOIL NAIL VERIFICATION TEST	1.00 EA	$	7,260.00	$	7,260.00
15	SHOTCRETE FACING	1,700.00 SF	$	18.71	$	31,807.00
16	SILT FENCE	60.00 LF	$	16.00	$	960.00
17	GABION CRIBBING	8.00 CY	$	1,650.00	$	13,200.00
18	STRUCTURE EXCAVATION CLASS B	1.00 LS	$	7,560.00	$	7,560.00
				Schedule A-1 Subtotal	$	245,993.10
Summary of Bid Items				***Bid Total***	$	245,993.10

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2022079

Project Description Maple Street Bridge North Bank Erosion Mitigation

Original Date 4/1/2024 1:39:00 PM

Project Number: 2022079			Engineer's Estimate		WESSLEN CONSTRUCTION INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax Classification							
Schedule 01			Sales tax shall be included in unit prices							
1	SPECIAL SIGNS "No Trespassing"	3 EA	100.00	300.00	220.00	$660.00	155.00	$465.00	1,626.00	$4,878.00
2	HEALTH AND SAFETY PLAN	1 LS	1,000.00	1,000.00	840.00	$840.00	10,500.00	$10,500.00	10,843.00	$10,843.00
3	SITE CLEANUP OF BIO AND PHYSICAL HAZARDS	5000 FA	1.00	5,000.00	1.00	$5,000.00	1.00	$5,000.00	1.00	$5,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00	1.00	$1.00	1.00	$1.00
5	SPCC PLAN	1 LS	1,000.00	1,000.00	840.00	$840.00	3,500.00	$3,500.00	3,389.00	$3,389.00
6	MOBILIZATION	1 LS	20,000.00	20,000.00	32,760.00	$32,760.00	28,500.00	$28,500.00	108,259.00	$108,259.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	25,000.00	25,000.00	6,240.00	$6,240.00	32,000.00	$32,000.00	55,477.00	$55,477.00
8	SEQUENTIAL ARROW SIGNS	150 HR	15.00	2,250.00	0.00	$0.00	4.50	$675.00	11.00	$1,650.00
9	TYPE III BARRICADE	4 EA	150.00	600.00	780.00	$3,120.00	45.00	$180.00	678.00	$2,712.00
10	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	$5,000.00	1.00	$5,000.00	1.00	$5,000.00
11	PERMEABLE BALLAST	20 CY	1,000.00	20,000.00	747.00	$14,940.00	340.00	$6,800.00	531.00	$10,620.00
12	STONE - PARTIALLY GROUTED	30 CY	1,500.00	45,000.00	1,082.17	$32,465.10	605.00	$18,150.00	592.00	$17,760.00
13	SOIL NAIL	8 EA	5,000.00	40,000.00	10,417.50	$83,340.00	12,000.00	$96,000.00	10,786.00	$86,288.00
14	SOIL NAIL VERIFICATION TEST	1 EA	2,000.00	2,000.00	7,260.00	$7,260.00	7,800.00	$7,800.00	8,200.00	$8,200.00
15	SHOTCRETE FACING	1700 SF	30.00	51,000.00	18.71	$31,807.00	24.00	$40,800.00	45.00	$76,500.00
16	SILT FENCE	60 LF	20.00	1,200.00	16.00	$960.00	8.00	$480.00	52.00	$3,120.00
17	GABION CRIBBING	8 CY	2,000.00	16,000.00	1,650.00	$13,200.00	630.00	$5,040.00	1,564.00	$12,512.00
18	STRUCTURE EXCAVATION CLASS B	1 LS	15,000.00	15,000.00	7,560.00	$7,560.00	27,105.00	$27,105.00	11,376.00	$11,376.00
Bid Total				**$250,351.00**		**$245,993.10**		**$287,996.00**		**$423,585.00**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	250,351.00	0.00	0.00	0.00	250,351.00
WESSLEN CONSTRUCTION INC (Submitted)	245,993.10	0.00	0.00	0.00	245,993.10
INLAND INFRASTRUCTURE LLC (Submitted)	287,996.00	0.00	0.00	0.00	287,996.00
HALME CONSTRUCTION INC (Submitted)	423,585.00	0.00	0.00	0.00	423,585.00

Low Bid Contractor: WESSLEN CONSTRUCTION INC

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	245,993.10	250,351.00	1.74	% Under Estimate
Schedule 02	0.00	0.00		% Under Estimate
Schedule 03	0.00	0.00		% Under Estimate
Schedule 04	0.00	0.00		% Under Estimate
Bid Totals	245,993.10	250,351.00	1.74	% Under Estimate

Agenda Sheet for City Council:		**Date Rec'd**	4/10/2024
Committee: Date: N/A		**Clerk's File #**	CPR 2024-0002
Committee Agenda type:		**Renews #**	
Council Meeting Date: 04/22/2024		**Cross Ref #**	
Submitting Dept	ACCOUNTING & GRANTS	**Project #**	
Contact Name/Phone	LEONARD 625-6028	**Bid #**	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Agenda Item Name	5600-CLAIMS-2024		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/12/2024.Total:$6,806,615.97 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$6,230,231.89

Summary (Background)

Pages 1-24 Check numbers: 602217 - 602386 ACH payment numbers: 128194 - 128423 Credit Card numbers: 000015 - 000021 On file for review in City Clerks Office: 24 Page listing of Claims Note:

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**
Expense	$ 6,230,231.89	# Various
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MURRAY, MICHELLE		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

APPROVAL FUND SUMMARY

DATE: 04/15/24
TIME: 09:08
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	340,102.26
1100	STREET FUND	10,257.27
1200	CODE ENFORCEMENT FUND	5,806.85
1300	LIBRARY FUND	282.00
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	145,905.01
1400	PARKS AND RECREATION FUND	4.13
1425	AMERICAN RESCUE PLAN	254,998.56
1460	PARKING METER REVENUE FUND	3,899.30
1560	FORFEITURES & CONTRIBUTION FND	18,623.87
1640	COMMUNICATIONS BLDG M&O FUND	10,322.53
1910	CRIMINAL JUSTICE ASSISTANCE FD	492,389.76
1920	FINANCIAL PARTNERSHIP FUND	300,000.00
1970	FIRE/EMS FUND	97,022.13
1985	VOYA DEFINED CONTR ADMIN FUND	8,100.78
3200	ARTERIAL STREET FUND	301,246.31
4100	WATER DIVISION	380,742.15
4250	INTEGRATED CAPITAL MANAGEMENT	176,775.04
4300	SEWER FUND	53,484.28
4480	SOLID WASTE FUND	22,996.35
4700	DEVELOPMENT SVCS CENTER	25,645.98
5100	FLEET SERVICES FUND	113,115.17
5200	PUBLIC WORKS AND UTILITIES	291.90
5300	IT FUND	20,314.52
5400	REPROGRAPHICS FUND	7,087.01
5600	ACCOUNTING SERVICES	16,058.00
5700	MY SPOKANE	181.30
5800	RISK MANAGEMENT FUND	39,873.88
5810	WORKERS' COMPENSATION FUND	15,462.46
5820	UNEMPLOYMENT COMPENSATION FUND	648,298.15
5830	EMPLOYEES BENEFITS FUND	761,963.27
5900	FACILITIES MANAGEMENT FUND OPS	8,036.35
5902	PROPERTY ACQUISITION POLICE	250,236.32
5903	PROPERTY ACQUISITION FIRE	26,631.21
6070	FIREFIGHTERS' PENSION FUND	132,291.27
6080	POLICE PENSION FUND	56,432.48
6730	PARKING & BUSINESS IMPROV DIST	153,053.04
6920	CLAIMS CLEARING FUND	8,804.00
6960	SALARY CLEARING FUND NEW	636.08
	TOTAL:	4,907,370.97

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	115.79	2.76	268.12
00602217	BRANDON L CRUME	120.00		
00602218	KING COUNTY DIRECTORS ASSN		10,345.53	
00602219	SPOKANE PUBLIC LIBRARY IMPRE		149.82	
00602220	SPOKANE PUBLIC LIBRARY		1,444.00	
00602221	WA STATE DEPT OF REVENUE		5.78	
00602222	WA STATE PATROL		132.00	
00602223	TORRE REFUSE & RECYCLING DBA			427.50
00602224	BALLET FOLKLORICO	200.00		
00602225	DONOVAN K AURAND	404.01		
00602226	FIDEL BAZAN	103.45		
00602227	CENTURYLINK	324.66		
00602228	COMCAST	152.77		
00602229	WATERCO OF THE PACIFIC NORTH	30.96		
00602230	MICHAEL EGGERS	102.00		
00602231	GENERAL PACIFIC INC	25,545.79		
00602232	IRON GOAT BREWING	38.00		
00602233	SERVICEMASTER BY COMPASS	272.50		
00602234	JEREMY MORASCH	348.86		
00602235	OCCUPATIONAL HEALTH CENTERS	141.00		
00602236	OMNICARE LLC	2,594.29		
00602237	ADAM RUSSELL	50.00		
00602238	T-MOBILE	6,989.70		
00602239	US POSTAL SERVICE	1,800.00		
00602240	M & L SUPPLY CO INC			20.31
00602241	NEALTON INC			62.13
00602242	CSWW INC			1,606.64
00602244	SUMMER RRH LLC			18.62
00602245	PIONEER TITLE COMPANY OF	1,948.15		
00602246	SPOKANE CITY TREASURER	8,155.36		
00602247	FAIRWINDS SPOKANE LLC	55,723.00		
00602248	WASHINGTON LEOFF	674.50		
00602249	KENDRICK EQUIPMENT (USA) LLC			169,911.55
00602250	SPOKANE REGIONAL HEALTH DIST			12,550.00
00602275	COMCAST	200.80		
00602276	GREATER SPOKANE INC	3,000.00		
00602277	2M COMPANY LLC			50,482.42
00602278	ALICIA HAUFF			175.00
00602279	ATLAS SAND AND ROCK INC			2,022.66
00602280	BALL HORTICULTURAL CO			2,762.24
00602281	BASELINE INC			1,063.88
00602282	BLICK ART MATERIALS			1,914.80
00602283	CALE AMERICA INC			532.74
00602284	CANNON HILL INDUSTRIES INC			456.00
00602285	CENTURYLINK			1,178.14
00602286	COMCAST			214.91
00602287	WATERCO OF THE PACIFIC NORTH			9.82
00602288	HERITAGE LANDSCAPE SUPPLY			2,058.23
00602289	INSIGHT DISTRIBUTING INC			150.39
00602290	LANE MOUNTAIN SILICA CO			2,524.42
00602291	NW PLAYGROUND EQUIPMENT INC			1,057.29
00602292	O'REILLY AUTOMOTIVE STORES I			46.28
00602293	THE TOY NETWORK			312.91

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00602294	STAN BONHAM COMPANY INC			1,279.91
00602295	AJ SPRAY FOAM SERVICES, LLC			22,514.52
00602296	PEROVICH PARTNERS INC			297.57
00602297	VENUPLUS INC			216.78
00602298	AAA SWEEPING	995.44		
00602299	ADMINISTRATIVE OFFICE OF THE	400.00		
00602300	PORAC LEGAL DEFENSE FUND	760.00		
00602301	BOUND TREE MEDICAL LLC	231.98		
00602302	CALLYO 2009 CORP	6,252.24		
00602303	CENTURYLINK	383.60		
00602304	NORFOLK IRON & METAL CO	10,057.56		
00602305	COMCAST	180.90		
00602306	COMCAST	453.71		
00602307	HIP OF SPOKANE COUNTY DBA	142,991.51		
00602308	DS SERVICES OF AMERICA INC	107.62		
00602309	WATERCO OF THE PACIFIC NORTH	353.54		
00602310	DETECTION INSTRUMENTS CORP	1,455.78		
00602311	JOHNATHAN GOLDSMITH	747.06		
00602312	BENJAMIN GREEN	60.28		
00602313	INDUSTRIAL WELDING CO INC	1,046.40		
00602314	JP MORGAN CHASE BANK	8,804.00		
00602315	LANE POWELL PC	162.00		
00602316	BOUTEN CONSTRUCTION	450.00		
00602317	STEAM PLANT GRILL	210.00		
00602318	KEVIN MOE	177.41		
00602319	WILLIAM LI	1,914.73		
00602320	ARLENE R HALE	1,013.55		
00602321	JULIA HUNTER	45.00		
00602322	ROBERT AND MEGAN LOFT	427.34		
00602323	ADVANCED TECHNOLOGY HEATING	15.00		
00602324	BARTLETT ROOFING	248.50		
00602325	CAMTEK, INC	15.00		
00602326	GARCIA ROOFING LLC	183.50		
00602327	LUMIO HX INC	6.50		
00602328	LENNAR NORTHWEST, INC	650.00		
00602329	MAINSTREAM ELECTRIC LLC	58.00		
00602330	BYE DESIGN CONSTRUCTION	25.00		
00602331	MCVAY BROTHERS	144.50		
00602332	HYPERCUBE NETWORKS LLC	418.11		
00602333	ADVANCED TECHNOLOGY HEATING	36.00		
00602334	KALIN EXCAVATION	150.00		
00602335	KMAK CONSTRUCTION	28.00		
00602336	SHAW PLUMBING SERVICES	22.00		
00602337	YOST GALLAHER CONST LLC	5,000.00		
00602338	SUSAN M HART	341.89		
00602339	DOWNTOWN SPOKANE PARTNERSHIP	3,839.77		
00602340	LEXISNEXIS RISK SOLUTIONS	15,000.00		
00602341	NEWMAN SIGNS INC	2,670.92		
00602342	NORTH SPOKANE IRRIGATION	47.01		
00602343	OCCUPATIONAL HEALTH CENTERS	141.00		
00602344	POINTE PEST CONTROL	147.15		
00602345	SPOKANE UNITED METHODIST HOM	8,059.57		
00602346	R.V. KUHNS & ASSOCIATES, INC	8,100.78		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00602347	KRIS KREUTZER	1,078.12		

00602348	CHANCELAR SCHACHLE	835.80		
00602349	TERRY SCHERER	3,756.90		
00602350	SPECIALTY ANALYTICAL	3,720.00		
00602351	SPOKANE COUNTY WATER DIST NO	577.36		
00602352	SPOKANE FIRE DEPARTMENT	75.15		
00602353	JUSTIN LUNDGREN OR MICHAEL	4,780.00		
00602354	JUSTIN LUNDGREN OR MICHAEL	4,525.00		
00602355	JUSTIN LUNDGREN OR MICHAEL	4,660.00		
00602356	JUSTIN LUNDGREN OR MICHAEL	4,200.00		
00602357	SPOKANE REGIONAL CLEAN AIR	113,785.33		
00602358	SPOKANE REGIONAL CROSS	1,500.00		
00602359	SULLIVAN VENTURES, LLC	1,850.00		
00602360	ERIC P THOMPSON	41.74		
00602361	T-MOBILE	21.34		
00602362	T-MOBILE	745.65		
00602363	T-MOBILE	617.75		
00602364	T-MOBILE	319.60		
00602365	VALLEY EMPIRE COLLECTION	636.08		
00602366	WA ASSN OF SHERIFFS & POLICE	225.00		
00602367	WA ASSN OF BUILDING OFFICIAL	11,465.71		
00602368	WA STATE EMPLOYMENT SECURITY	7.50		
00602369	WA STATE EMPLOYMENT SECURITY	423,298.35		
00602370	WA STATE EMPLOYMENT SECURITY	225,582.59		
00602371	WASTE MANAGEMENT OF WA DBA	992.40		
00602372	WATER DEPARTMENT	252.00		
00602373	WESTLAND RESOURCES INC	6,346.90		
00602374	CENTER POINT PUBLISHING INC		30.71	
00602375	BLUE MOON GARDEN & NURSERY L			352.05
00602376	COMCAST			205.05
00602377	O'REILLY AUTOMOTIVE STORES I			65.33
00602378	PEROVICH PARTNERS INC			658.84
00602379	SPOKANE CITY TREASURER			8,318.72
00602380	TORRE REFUSE & RECYCLING DBA			653.75
00602381	WA STATE DEPT OF AGRICULTURE			25.00
00602382	WA STATE DEPT OF COMMERCE	36,585.56		
00602383	WA STATE DEPT OF COMMERCE	3,605.00		
00602384	WA STATE DEPT OF COMMERCE	11,444.44		
00602385	WA STATE DEPT OF COMMERCE	19,275.60		
00602386	BUREAU OF THE FISCAL SERVICE	30,853.98		
70000015	CINTAS CORPORATION	1,340.31		
70000016	CINTAS CORPORATION	488.06		
70000017	CONSOLIDATED SUPPLY CO	1,030.52		
70000018	GALLS LLC	3,935.30		160.34
70000019	GALLS LLC			255.01
70000020	BAKER & TAYLOR BOOKS		5,857.80	
70000021	GALLS LLC	328.36		6.19
80128194	ALSCO DIVISION OF ALSCO INC			298.53
80128195	NORTHWEST INDUSTRIAL SERVICE			1,656.80
80128196	AMERICAN TRAFFIC SOLUTIONS I	104,417.31		
80128197	ARAMARK UNIFORM SERVICES	71.03		
80128198	AVISTA UTILITIES	75.83		
80128199	BATTERY SYSTEMS INC		68.15	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80128200	AARON BIBBY	60.00		
80128201	CAMTEK INC		2,599.65	
80128202	CHEMSEARCH FE DIVISION		453.44	
80128203	CLARK'S CONTAINERS LLC	100.01		
80128204	CLEARWATER SUMMIT GROUP INC		2,497.95	

80128205	COLEMAN OIL COMPANY LLC	36.96			
80128206	CONNELL OIL INC	414.88			
80128207	COPIERS NORTHWEST INC	204.48			
80128208	CUMMINS INC	339.04			
80128209	DESAUTEL HEGE COMMUNICATIONS				3,980.58
80128210	DEVRIES INFORMATION MANAGEME	153.90			51.30
80128211	DIXON RESOURCES UNLIMITED	2,801.00			
80128212	EVERGREEN STATE TOWING LLC	364.06			
80128213	FASTENAL CO	974.99			
80128214	FIRE SYSTEMS WEST INC		272.50		
80128215	FIREPOWER INC	703.08			981.00
80128216	JOHNSON CONTROLS FIRE		937.57		
80128217	JRP INTEGRATED SOLUTIONS LLC	15,000.00			
80128218	KENWORTH SALES COMPANY	6,701.85			
80128219	LANGUAGE SERVICES ASSOC INC	65.79			
80128220	MERIDIAN CONSTRUCTION INC		11,069.90		
80128221	MICROSOFT CORPORATION		2,712.00		
80128222	NORCO INC	10.14			
80128223	NORTHEAST YOUTH CENTER				11,628.17
80128224	RIVER PARK SQUARE LLC		173.00		
80128225	SECURITAS SECURITY SERVICES		40,068.06		
80128226	SOLID WASTE SYSTEMS INC	5,549.42			
80128227	ROMAN OBEREMOK	7,200.00			
80128228	SPOKANE CRANE & MACHINERY	1,280.75			
80128229	COWLES PUBLISHING COMPANY	223.53			
80128230	STANTEC CONSULTING SERVICES	588.00			
80128231	LAWRENCE B STONE	300,000.00			
80128232	TOBY'S BODY & FENDER INC	27,813.65			
80128233	ULINE INC		2,247.30		
80128234	URLACHER ENTERPRISES INC DBA		16,031.72		
80128235	VERIZON WIRELESS	7,109.05			
80128236	JEFFREY A BEDARD	300.00			
80128237	JEFF BOLLINGER	33.23			
80128238	NIKKI HANSHAW	57.55			
80128239	THOMAS HERRLINGER		14.74		
80128240	MIAOLING HUANG		5.70		
80128241	LARRY B HUGHES		18.76		
80128242	EDWARD JAMES NEAL	240.00			
80128243	TENA RISLEY	60.00			
80128244	JONATHAN ROSARIO		41.21		
80128245	EVA SILVERSTONE		341.75		
80128246	TRAVIS YAGER	60.00			
80128247	ALSCO DIVISION OF ALSCO INC	68.23			
80128248	ARAMARK UNIFORM SERVICES	19.49			
80128249	AVISTA UTILITIES	43,249.09			
80128250	BECKER BUICK-GMC INC	203.84			
80128251	CDW GOVERNMENT INC	2,116.67			
80128252	CLARY LONGVIEW LLC	224,090.53			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80128253	CLEARWATER SUMMIT GROUP INC	3,576.50		
80128254	COAXSHER INC	24,590.40		
80128255	COLEMAN OIL COMPANY LLC	59,337.41		
80128256	CONTROL FACTORS - SEATTLE IN	6,972.73		
80128257	COPIERS NORTHWEST INC	2,404.31		
80128258	CORE & MAIN LP	3,442.74		
80128259	L N CURTIS & SONS	394.34		
80128260	CW NIELSEN MFG CORP	488.54		
80128261	DAVID CLARK COMPANY INC	1,286.45		

80128262	FASTENAL CO	5,941.78	240.69
80128263	FERGUSON ENTERPRISES INC	161,435.54	
80128264	GORLEY LOGISTICS LLC	49.90	
80128265	FIREPOWER INC	130.80	
80128266	FRANCIS AVENUE HARDWARE		17.42
80128267	GARCO CONSTRUCTION INC		4,999.90
80128268	GORDON TRUCK CENTERS INC DBA	23,584.39	
80128269	GRAINGER INC	1,675.88	648.98
80128270	GUNARAMA WHOLESALE INC	2,308.83	
80128271	H D FOWLER COMPANY	1,029.12	
80128272	HASKINS STEEL CO INC	9,069.82	
80128273	HORIZON DISTRIBUTORS		115.39
80128274	HUGHES FIRE EQUIPMENT INC	1,341.45	
80128275	KBG DEVELOPMENTS LLC	75.85	
80128276	LOOMIS ARMORED US INC	1,233.84	
80128277	LSB CONSULTING ENGINEERS PLL	641.25	
80128278	MANENE LANGUAGE SERVICES LLC	1,596.00	
80128279	NATIONAL COLOR GRAPHICS INC		240.00
80128280	NEPTUNE TECHNOLOGY GROUP INC	156,471.46	
80128281	NORCO INC	227.77	
80128282	OLYMPIC FOUNDRY INC	7,978.80	
80128283	PACIFIC NW EMERGENCY EQUIPME	342.43	
80128284	PARAMETRIX INC	10,753.75	
80128285	PLANET TURF		1,645.26
80128286	PROVOST PROFESSIONAL	4,982.00	
80128287	RIVER PARK SQUARE LLC	355.50	
80128288	BRANDSAFWAY SERVICES INC	2,791.40	
80128289	SAGEVIEW CONSULTING GROUP, L	2,122.00	
80128290	SANITAS TECHNOLOGIES	335.00	
80128291	SIGNS FOR SUCCESS INC	1,621.49	
80128292	SNO VALLEY PROCESS SOLUTIONS	7,978.80	
80128293	HESTON HARDWARE		200.30
80128294	SPOKANE HOUSE OF HOSE INC		27.19
80128295	SPRAY CENTER ELECTRONICS INC		23.37
80128296	URM STORES INC		278.47
80128297	US BANK OR CITY TREASURER	24,307.98	
80128298	VERIZON WIRELESS	1,209.79	
80128299	WASHINGTON RECREATION AND PA		1,170.00
80128300	WCP SOLUTIONS	773.34	
80128301	WESTERN GLOVE INC		86.07
80128302	WILLIAMS TOWING & RECOVERY L	1,315.09	
80128303	NICHOLAS BRIGGS	5,815.95	
80128304	ABM JANITORIAL SERVICES SOUT	4,936.31	
80128305	BACON CONCRETE INC		8,981.60

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80128306	CAMERON-REILLY LLC	298,225.06		
80128307	CAMTEK INC			8,545.60
80128308	CLUB PROPHET SYSTEMS			1,220.80
80128309	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80128310	DIRTT ENVIRONMENTAL SOLUTION	30,924.91		
80128311	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80128312	LARIVIERE INC	138,214.56		
80128313	L&T TRUCK DRIVER TRAINING IN	4,200.00		
80128314	MID CITY CONCERNS INC			1,543.75
80128315	NORTH COUNTRY SERVICES LLC	1,867.95		
80128316	OFFICE OF STATE AUDITOR	16,058.00		
80128317	PREMERA BLUE CROSS OR	744,126.67		
80128318	PROJECT JOY			2,580.83

80128319	SPOKANE ARTS FUND	95,610.50	
80128320	THE HUNTINGTON NATIONAL BANK		4,081.68
80128321	YOY INC	8,635.80	
80128322	WEST CENTRAL COMMUNITY		6,056.25
80128323	A-L COMPRESSED GASES		166.70
80128324	BATTERY SYSTEMS INC		273.73
80128325	BUDINGER & ASSOCIATES INC	862.58	
80128326	CAMTEK INC		686.70
80128327	CLARY LONGVIEW LLC	600.00	
80128328	COLEMAN OIL COMPANY LLC		7,806.12
80128329	COPIERS NORTHWEST INC	10,937.41	
80128330	COPPER STATE BOLT & NUT CO		78.13
80128331	ELECTRIC CITY INC		663.57
80128332	GEOENGINEERS INC	12,672.00	
80128333	GLOVER MANSION EVENTS LLC		945.26
80128334	HORIZON DISTRIBUTORS		5,050.01
80128335	INLAND POWER & LIGHT CO		122.71
80128336	LSB CONSULTING ENGINEERS PLL	6,728.75	
80128337	MACDONALD-MILLER FACILITY		224.54
80128338	MCGUIRE BEARING CO		56.39
80128339	MCKINSTRY CO LLC		2,171.67
80128340	NORTHWEST FENCE COMPANY INC		154.09
80128341	OXARC INC		14.38
80128342	PACIFIC GOLF TURF LLC		50.07
80128343	PLANET TURF		3,444.96
80128344	SITEONE LANDSCAPE SUPPLY LLC		103.65
80128345	HESTON HARDWARE		625.11
80128346	SPOKANE POWER TOOL & HDWE		681.23
80128347	SPRAY CENTER ELECTRONICS INC		112.50
80128348	STANTEC CONSULTING SERVICES	14,775.06	
80128349	CHRISTOPHER BOVEY		4,185.00
80128350	WESTERN GLOVE INC		53.96
80128351	WILBUR ELLIS COMPANY		573.51
80128352	WILDROSE LTD dba		544.84
80128353	ACCESS INFORMATION HOLDINGS	3,762.43	
80128354	ACTION MATERIALS	4,052.15	
80128355	ALSCO DIVISION OF ALSCO INC	1,479.66	54.80
80128356	NORTHWEST INDUSTRIAL SERVICE	110.00	420.81
80128357	ARAMARK UNIFORM SERVICES	10.08	
80128358	BEARING DISTRIBUTORS INC		69.79

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80128359	BRANOM OPERATING COMPANY LLC	5,076.37		
80128360	DOWNTOWN SPOKANE PARTNERSHIP	149,213.27		
80128361	CARAHSOFT TECHNOLOGY CORP	11,931.41		
80128362	CATHOLIC CHARITIES	101,564.34		
80128363	CENGAGE LEARNING INC		278.11	
80128364	CPM DEVELOPMENT CORP DBA	2,262.84		
80128365	CINTAS CORPORATION NO 2	327.28		
80128366	STEVE CONNER			6,066.49
80128367	COPPER STATE BOLT & NUT CO			750.08
80128368	CREEK AT QUALCHAN GOLF COURS			14,177.53
80128369	CUES INC	529.11		
80128370	CHARLES R DELGADO	7,214.50		
80128371	DELTA DENTAL OF WASHINGTON	42,839.18		
80128372	DESAUTEL HEGE COMMUNICATIONS			2,115.29
80128373	DESIMONE CONSULTING LLC	6,666.00		
80128374	DEVRIES INFORMATION MANAGEME	317.55		
80128375	DOPPELMAYER USA INC			237.39

80128376	DOWL LLC	41,487.70		
80128377	EVERGREEN STATE TOWING LLC	172.06		
80128378	FASTENAL CO	2,966.51		
80128379	FEDERAL EXPRESS CORP/DBA FED	99.18		
80128380	FLEETCOR TECHNOLOGIES INC	30,625.02		
80128381	FRANCIS AVENUE HARDWARE			256.96
80128382	BUSINESS INTERIORS OF IDAHO	678.65		
80128383	GOODWILL INDUSTRIES OF THE	325,202.10		
80128384	HASA INC	30,862.43		
80128385	INDUSTRIAL BOLT & SUPPLY INC			7.28
80128386	INGRAM LIBRARY SERVICES LLC		62.13	
80128387	INTERFAITH HOSPITALITY	17,660.05		
80128388	KAISER FOUNDATION HEALTH PLA	91,835.70		
80128389	LIFE ASSIST INC	421.38		
80128390	LOOMIS ARMORED US INC	1,506.41		
80128391	MARTIN LUTHER KING JR FAMILY	20,911.92		3,483.29
80128392	STEVEN MCILRAITH	407.00		
80128393	MIDWEST TAPE		39.65	
80128394	NORCO INC			5.07
80128395	NOVUS AUTO GLASS	427.50		
80128396	NW HANDLING SYSTEMS INC	112.12		
80128397	ORCA PACIFIC INC	3,161.00		
80128398	OVERDRIVE INC		6,406.28	
80128399	PACIFIC NW EMERGENCY EQUIPME	474.44		
80128400	NATIONAL EMPLOYERS COUNCIL I	500.00		
80128401	PLACE LANDSCAPE ARCHITECTURE			16,870.00
80128402	REHN & ASSOCIATES	374.00		
80128403	RIVER PARK SQUARE LLC	1,400.00		
80128404	THE SALVATION ARMY	734,249.64		
80128405	SANDBAGGERS CLUB LLC			8,311.95
80128406	SINTO SENIOR CENTER			6,434.17
80128407	SITEONE LANDSCAPE SUPPLY LLC	456.70		
80128408	SOUTHSIDE SENIOR & COMMUNITY			7,736.84
80128409	SOUTHWEST SPOKANE COMMUNITY			3,488.50
80128410	SPECIALTY MOBILE MIX INC	1,286.20		
80128411	SPOKANE COUNTY FIRE DIST 10	106,249.72		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80128412	SPOKANE COUNTY TREASURER	490,513.10		
80128413	SPRAGUE PEST CONTROL/DIV OF			740.82
80128414	T & T GOLF MANAGEMENT INC			14,645.07
80128415	TRAFFIC SAFETY SUPPLY INC	3,706.00		
80128416	VERIZON WIRELESS	7,053.02		
80128417	VOLUNTEERS OF AMERICA OF	18,493.75		
80128418	YWCA	13,822.95		
80128419	SHAMROCK AUTOMOTIVE	1,254.82		
80128420	FORREST CAMERON	102.00		
80128421	TREVOR G GFELLER	572.20		
80128422	JEFF C HUMPHREY	60.64		
80128423	KATIE SHAFFER	797.61		
		6,230,231.89	104,307.97	472,076.11
			CITYWIDE TOTAL:	6,806,615.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

LANE POWELL PC	LEGAL SERVICES CHECK NO. - 00602315	162.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80128411	106,249.72
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO. - 00602357	113,785.33
TOTAL FOR 0020 - NONDEPARTMENTAL		220,197.05

0100 - GENERAL FUND

HYPERCUBE NETWORKS LLC 2640 YOUREE DRIVE SUITE 100	PERMIT REFUNDS PAYABLE CHECK NO. - 00602332	418.11
KALIN EXCAVATION 14212 N MARKET ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00602334	150.00
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80128230	588.00
TOTAL FOR 0100 - GENERAL FUND		1,156.11

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80128353	3,762.43
TOTAL FOR 0260 - CITY CLERK		3,762.43

0300 - HUMAN SERVICES

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	98.45
TOTAL FOR 0300 - HUMAN SERVICES		98.45

0320 - COUNCIL

BALLET FOLKLORICO	OTHER MISC CHARGES CHECK NO. - 00602224	200.00
DESIMONE CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80128373	6,666.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	15.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0320 - COUNCIL	6,881.96

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ERIC P THOMPSON	LOCAL MILEAGE CHECK NO. - 00602360	41.74
JEFF BOLLINGER	LOCAL MILEAGE ACH PMT NO. - 80128237	33.23
JEFF C HUMPHREY	LOCAL MILEAGE ACH PMT NO. - 80128422	60.64
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128298	336.58
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		472.19

0350 - COMMUNITY CENTERS

MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80128391	20,911.92
TOTAL FOR 0350 - COMMUNITY CENTERS		20,911.92

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128248	19.49
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128257	772.42
DONOVAN K AURAND	LOCAL MILEAGE CHECK NO. - 00602225	404.01
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80128265	130.80
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80128403	200.00
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00602309	61.92
TOTAL FOR 0370 - ENGINEERING SERVICES		1,588.64

0410 - FINANCE

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128390	653.37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0410 - FINANCE		653.37

0450 - NEIGHBHD HOUSING HUMAN SVCS

VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80128298	85.52
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		85.52

0480 - OFFICE OF CIVIL RIGHTS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128298	42.76
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		42.76

0500 - LEGAL

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128298	85.52
TOTAL FOR 0500 - LEGAL		85.52

0520 - MAYOR

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128329	140.81
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80128210	8.55
GREATER SPOKANE INC	REGISTRATION/SCHOOLING CHECK NO. - 00602276	3,000.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128298	299.32
TOTAL FOR 0520 - MAYOR		3,448.68

0550 - NEIGHBORHOOD SERVICES

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	213.80
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80128300	206.22
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		420.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0560 - MUNICIPAL COURT

ADMINISTRATIVE OFFICE OF THE COURTS	REGISTRATION/SCHOOLING CHECK NO. - 00602299	400.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80128210	51.30
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128276	1,233.84

RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80128287	355.50
TOTAL FOR 0560 - MUNICIPAL COURT		2,040.64

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80128229	223.53
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	128.28
TOTAL FOR 0650 - PLANNING SERVICES		351.81

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128304	4,936.31
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128357	10.08
BENJAMIN GREEN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00602312	60.28
CALLYO 2009 CORP	SOFTWARE MAINTENANCE CHECK NO. - 00602302	6,252.24
CDW GOVERNMENT INC	OFFICE SUPPLIES ACH PMT NO. - 80128251	2,116.67
COMCAST	IT/DATA SERVICES CHECK NO. - 00602228	152.77
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80128260	488.54
GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70000018	2,888.85
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80128264	49.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80128270	2,308.83
LEXISNEXIS RISK SOLUTIONS FL INC	CONTRACTUAL SERVICES CHECK NO. - 00602340	15,000.00
NICHOLAS BRIGGS	TUITION REIMBURSEMENT ACH PMT NO. - 80128303	5,815.95
NW HANDLING SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128396	98.10
NW HANDLING SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO. - 80128396	14.02

PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00602300	760.00
T-MOBILE	CELL PHONE CHECK NO. - 00602238	6,989.70
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00602361	21.34
WA ASSN OF SHERIFFS & POLICE CHIEFS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00602366	225.00
WA STATE EMPLOYMENT SECURITY DEPARTMENT	MISC SERVICES/CHARGES CHECK NO. - 00602368	7.50
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00602248	337.25
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80128302	1,315.09
TOTAL FOR 0680 - POLICE		49,848.42

0690 - COMMUNITY JUSTICE SERVICES

COMCAST	IT/DATA SERVICES CHECK NO. - 00602306	192.50
COMCAST	TELEPHONE CHECK NO. - 00602306	34.36
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80128210	17.10
DS SERVICES OF AMERICA INC DBA CRYSTAL SPRINGS	OFFICE SUPPLIES CHECK NO. - 00602308	53.81
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	85.52
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		383.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80128370	7,214.50
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128207	204.48
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80128286	4,982.00
SERVICEMASTER BY COMPASS 2503 E RIVERSIDE AVE	MISC SERVICES/CHARGES CHECK NO. - 00602233	272.50
TOTAL FOR 0700 - PUBLIC DEFENDER		12,673.48

0750 - COMMUNITY/ECONOMIC DEV SVC

JRP INTEGRATED SOLUTIONS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128217	15,000.00
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		15,000.00

1100 - STREET FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128197	71.03
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80128198	75.83
CENTURYLINK	TELEPHONE CHECK NO. - 00602303	235.62
CHANCELAR SCHACHLE	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00602348	428.80
CHANCELAR SCHACHLE	PER DIEM CHECK NO. - 00602348	407.00
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128364	2,262.84
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80128213	974.99
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80128215	114.46
FORREST CAMERON	PERMITS/OTHER FEES ACH PMT NO. - 80128420	102.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80128222	10.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00602342	5.00
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128410	1,286.20
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00602351	577.36
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128415	3,706.00
TOTAL FOR 1100 - STREET FUND		10,257.27

1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128203	100.01
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80128210	34.20

L&T TRUCK DRIVER TRAINING INC	IMMATERIAL PRIOR PERIOD ADJ ACH PMT NO. - 80128313	4,200.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128315	1,409.08
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00602309	63.56
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		5,806.85

1300 - LIBRARY FUND

OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	SAFETY SUPPLIES CHECK NO. - 00602343	282.00
TOTAL FOR 1300 - LIBRARY FUND		282.00

1360 - MISCELLANEOUS GRANTS FUND

STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128230	588.00
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80128230	588.00-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00

1380 - TRAFFIC CALMING MEASURES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128196	104,417.31
DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128376	41,487.70
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		145,905.01

1400 - PARKS AND RECREATION FUND

WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	WA PAID FAMILY & MEDICAL LEAVE CHECK NO. - 00602369	4.13
TOTAL FOR 1400 - PARKS AND RECREATION FUND		4.13

1425 - AMERICAN RESCUE PLAN

HIP OF SPOKANE COUNTY DBA COMMUNITY MINDED ENTERPRISES	CONTRACTUAL SERVICES CHECK NO. - 00602307	142,991.51
SIGNS FOR SUCCESS INC	OTHER IMPROVEMENTS ACH PMT NO. - 80128291	473.96

SIGNS FOR SUCCESS INC	VEHICLES ACH PMT NO. - 80128291	1,147.53
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80128319	95,610.50
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128348	14,775.06
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		254,998.56

1460 - PARKING METER REVENUE FUND

DIXON RESOURCES UNLIMITED	CONTRACTUAL SERVICES ACH PMT NO. - 80128211	2,801.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80128215	245.26
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128390	853.04
TOTAL FOR 1460 - PARKING METER REVENUE FUND		3,899.30

1560 - FORFEITURES & CONTRIBUTION FND

JUSTIN LUNDGREN OR MICHAEL MCNAB	CONFIDENTIAL FUNDS CHECK NO. - 00602356	18,165.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTH COUNTRY SERVICES LLC	LEGAL SERVICES ACH PMT NO. - 80128315	458.87
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		18,623.87

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80128249	9,068.57
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80128249	1,253.96
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		10,322.53

1910 - CRIMINAL JUSTICE ASSISTANCE FD

COMCAST	IT/DATA SERVICES CHECK NO. - 00602306	192.50
COMCAST	TELEPHONE CHECK NO. - 00602306	34.35
DS SERVICES OF AMERICA INC DBA CRYSTAL SPRINGS	OFFICE SUPPLIES CHECK NO. - 00602308	53.81
MANENE LANGUAGE SERVICES LLC	INTERPRETER COSTS	

	ACH PMT NO. - 80128278	1,596.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80128412	490,513.10
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		492,389.76

1920 - FINANCIAL PARTNERSHIP FUND

LAWRENCE B STONE THE FALLS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128231	300,000.00
TOTAL FOR 1920 - FINANCIAL PARTNERSHIP FUND		300,000.00

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128247	68.23
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80128249	15,963.19
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80128249	16,963.37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00602301	231.98
BOUTEN CONSTRUCTION 627 N NAPA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00602316	450.00
CENTURYLINK	TELEPHONE CHECK NO. - 00602227	324.66
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80128255	24,001.40
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128257	941.71
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128261	1,286.45
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80128262	50.18
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80128262	2,430.35
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128262	767.85
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80128262	5.08
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80128379	5.53
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70000021	1,374.81

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80128268	23,584.39
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80128274	1,341.45
IRON GOAT BREWING 1302 W 2ND AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00602232	38.00
JEREMY MORASCH	AIRFARE CHECK NO. - 00602234	166.20
JEREMY MORASCH	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00602234	122.16
JEREMY MORASCH	PER DIEM CHECK NO. - 00602234	60.50
KBG DEVELOPMENTS LLC DBA TOWNS LIQUOR MART	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80128275	75.85
L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80128259	15.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80128259	139.36
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80128389	421.38
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80128281	227.77
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SAFETY SUPPLIES CHECK NO. - 00602236	2,594.29
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128399	419.65
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128399	54.79
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00602344	147.15
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00602352	75.15
STEAM PLANT GRILL 159 S. LINCOLN ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00602317	210.00
TREVOR G GFELLER	AIRFARE ACH PMT NO. - 80128421	572.20
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80128298	360.09
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	115.79
WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	WA PAID FAMILY & MEDICAL LEAVE CHECK NO. - 00602369	1,078.66

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00602248	337.25
	TOTAL FOR 1970 - FIRE/EMS FUND	97,022.13

1985 - VOYA DEFINED CONTR ADMIN FUND

R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00602346	8,100.78
	TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND	8,100.78

3200 - ARTERIAL STREET FUND

CAMERON-REILLY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128306	298,225.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LSB CONSULTING ENGINEERS PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128277	641.25
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128284	2,380.00
	TOTAL FOR 3200 - ARTERIAL STREET FUND	301,246.31

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128354	3,939.89
ARLENE R HALE 2311 W 16TH AVE	REFUNDS CHECK NO. - 00602320	93.13
BRANOM OPERATING COMPANY LLC BRANOM INSTRUMENT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128359	5,076.37
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70000016	488.06
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70000017	1,030.52
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80128258	756.50
CORE & MAIN LP	MINOR EQUIPMENT ACH PMT NO. - 80128258	2,686.24
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80128374	8.55
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128378	2,966.51
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80128379	52.44
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER	

	ACH PMT NO. - 80128263	161,435.54
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80128269	1,675.88
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80128271	304.76
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128271	724.36
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128272	9,069.82
JULIA HUNTER 2240 WESTFIELD CT	REFUNDS CHECK NO. - 00602321	45.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KEVIN MOE 3216 E 2ND COURT	REFUNDS CHECK NO. - 00602318	177.41
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80128280	156,471.46
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00602304	7,303.00
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80128282	7,978.80
ROBERT AND MEGAN LOFT 4110 TAMARACK BAY RD	REFUNDS CHECK NO. - 00602322	427.34
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128407	456.70
SPOKANE REGIONAL CROSS CONNECTION CONTROL COMMITTEE	REGISTRATION/SCHOOLING CHECK NO. - 00602358	1,500.00
SUSAN M HART 816 W FRANCIS AVE #243	REFUNDS CHECK NO. - 00602338	341.89
T-MOBILE	TELEPHONE CHECK NO. - 00602362	745.65
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128416	4,183.80
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00602372	252.00
WILLIAM LI 5518 W SARAH CT	REFUNDS CHECK NO. - 00602319	1,914.73
YOY INC DBA VERDIS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80128321	8,635.80
	TOTAL FOR 4100 - WATER DIVISION	380,742.15

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128325	862.58

CLEARWATER SUMMIT GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128253	3,576.50
GEOENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128332	12,672.00
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128312	138,214.56
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128336	6,728.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80128284	8,373.75
WESTLAND RESOURCES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00602373	6,346.90
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		176,775.04

4300 - SEWER FUND

ARLENE R HALE 2311 W 16TH AVE	REFUNDS CHECK NO. - 00602320	920.42
TOTAL FOR 4300 - SEWER FUND		920.42

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128354	112.26
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128355	739.85
BUSINESS INTERIORS OF IDAHO DBA FREEFORM INTERIORS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80128382	678.65
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128257	85.77
CUES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128369	529.11
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80128374	17.10
MICHAEL EGGERS	PERMITS/OTHER FEES CHECK NO. - 00602230	102.00
NEWMAN SIGNS INC TRAFFIC CONTROL DIVISION	OPERATING SUPPLIES CHECK NO. - 00602341	2,670.92
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80128356	110.00
T-MOBILE	CELL PHONE CHECK NO. - 00602363	588.00

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128416	2,535.90
	TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	8,169.56

4320 - RIVERSIDE PARK RECLAMATION FAC

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AAA SWEEPING	MISC REPAIRS/MAINTENANCE CHECK NO. - 00602298	995.44
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128288	2,791.40
COMCAST	IT/DATA SERVICES CHECK NO. - 00602275	200.80
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128329	792.23
DETECTION INSTRUMENTS CORP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00602310	1,455.78
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80128379	41.21
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80128384	30,862.43
KRIS KREUTZER DBA SALT OF THE EARTH INC	OPERATING SUPPLIES CHECK NO. - 00602347	1,078.12
SPECIALTY ANALYTICAL	TESTING SERVICES CHECK NO. - 00602350	3,720.00
T-MOBILE	CELL PHONE CHECK NO. - 00602364	349.35
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00602371	992.40
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	43,279.16

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80128355	739.81
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00602342	42.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128416	333.32
	TOTAL FOR 4330 - STORMWATER	1,115.14

4490 - SOLID WASTE DISPOSAL

CONTROL FACTORS - SEATTLE INC	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80128256	6,972.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128257	176.66

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80128262	304.98
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80128262	603.11
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80128262	1,780.23
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80128218	6,701.85
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00602304	2,754.56
ORCA PACIFIC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80128397	3,161.00
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	22,455.12

4500 - SOLID WASTE COLLECTION

WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80128300	206.23
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	206.23

4530 - SOLID WASTE LANDFILLS

SANITAS TECHNOLOGIES	IT/DATA SERVICES ACH PMT NO. - 80128290	335.00
	TOTAL FOR 4530 - SOLID WASTE LANDFILLS	335.00

4700 - DEVELOPMENT SVCS CENTER

AARON BIBBY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80128200	60.00
ADVANCED TECHNOLOGY HEATING & COOLING LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00602333	51.00
BARTLETT ROOFING 12409 MIRABEAU PARK WAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00602324	248.50
BRANDON L CRUME	ADVISORY TECHNICAL SERVICE CHECK NO. - 00602217	120.00
BYE DESIGN CONSTRUCTION PO BOX 1274	PERMIT REFUNDS PAYABLE CHECK NO. - 00602330	25.00
CAMTEK, INC PO BOX 6520	PERMIT REFUNDS PAYABLE CHECK NO. - 00602325	15.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80128210	34.20
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80128242	240.00
GARCIA ROOFING LLC 2604 E 7TH	PERMIT REFUNDS PAYABLE CHECK NO. - 00602326	183.50
JEFFREY A BEDARD	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80128236	300.00
JOHNATHAN GOLDSMITH	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00602311	414.06
JOHNATHAN GOLDSMITH	PER DIEM CHECK NO. - 00602311	333.00
KATIE SHAFFER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80128423	390.61
KATIE SHAFFER	PER DIEM ACH PMT NO. - 80128423	407.00
KMAK CONSTRUCTION 2415 E 1ST AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00602335	28.00
LENNAR NORTHWEST, INC 33455 6TH AVE SOUTH, UNIT 1-B	PERMIT REFUNDS PAYABLE CHECK NO. - 00602328	650.00
LUMIO HX INC 1550 W DIGITAL DR.	PERMIT REFUNDS PAYABLE CHECK NO. - 00602327	6.50
MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00602329	58.00
MCVAY BROTHERS 11724 E MONTGOMERY DR D1	PERMIT REFUNDS PAYABLE CHECK NO. - 00602331	144.50
SHAW PLUMBING SERVICES 738 N COOK	PERMIT REFUNDS PAYABLE CHECK NO. - 00602336	22.00
STEVEN MCILRAITH	PER DIEM ACH PMT NO. - 80128392	407.00
TENA RISLEY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80128243	60.00
TRAVIS YAGER	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80128246	60.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	3,081.94
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80128235	1,840.46
WA ASSN OF BUILDING OFFICIALS	PUBLICATIONS CHECK NO. - 00602367	11,465.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YOST GALLAHER CONST LLC PO BOX 2983	PERMIT REFUNDS PAYABLE CHECK NO. - 00602337	5,000.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		25,645.98

5100 - FLEET SERVICES FUND

ADAM RUSSELL	REGISTRATION/SCHOOLING CHECK NO. - 00602237	50.00
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70000015	1,340.31
CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80128365	327.28
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80128255	35,372.97
COMCAST	WEB SERVICES CHECK NO. - 00602305	180.90
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80128206	414.88
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128208	339.04
DEVRIES INFORMATION MANAGEMENT	PROFESSIONAL SERVICES ACH PMT NO. - 80128210	8.55
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80128377	536.12
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80128215	343.36
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80128380	30,625.02
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00602313	1,046.40
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128395	427.50
ROMAN OBEREMOK DBA SPOKANE CDL SCHOOL	REGISTRATION/SCHOOLING ACH PMT NO. - 80128227	7,200.00
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128226	5,549.42
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128228	1,280.75
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80128232	27,813.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES

WEST, INC	CHECK NO. - 00602309	259.02
	TOTAL FOR 5100 - FLEET SERVICES FUND	113,115.17

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80128374	291.90
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	291.90

5300 - IT FUND

CARAHSOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80128361	11,931.41
CENTURYLINK	TELEPHONE CHECK NO. - 00602303	147.98
COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80128329	3,706.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80128403	1,200.00
US POSTAL SERVICE C/O APS INC	OPERATING RENTALS/LEASES CHECK NO. - 00602239	1,800.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	1,529.13
	TOTAL FOR 5300 - IT FUND	20,314.52

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80128329	6,726.12
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80128300	360.89
	TOTAL FOR 5400 - REPROGRAPHICS FUND	7,087.01

5600 - ACCOUNTING SERVICES

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80128316	16,058.00
	TOTAL FOR 5600 - ACCOUNTING SERVICES	16,058.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5700 - MY SPOKANE

LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80128219	65.79

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80128235	115.51
TOTAL FOR 5700 - MY SPOKANE		181.30

5800 - RISK MANAGEMENT FUND

DIRTT ENVIRONMENTAL SOLUTIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80128310	15,462.45
FIDEL BAZAN	LOCAL MILEAGE CHECK NO. - 00602226	103.45
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80128297	24,307.98
TOTAL FOR 5800 - RISK MANAGEMENT FUND		39,873.88

5810 - WORKERS' COMPENSATION FUND

DIRTT ENVIRONMENTAL SOLUTIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80128310	15,462.46
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		15,462.46

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80128400	500.00
WA STATE EMPLOYMENT SECURITY WA CARES FUND	DEPOSIT LONG TERM CARE TAX CHECK NO. - 00602370	225,582.59
WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	DEPOSIT-PD FAMILY MEDICAL LEAV CHECK NO. - 00602369	422,215.56
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		648,298.15

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80128371	34,614.18
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80128388	91,835.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80128317	635,139.39
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80128402	374.00
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		761,963.27

5900 - FACILITIES MANAGEMENT FUND OPS

NIKKI HANSHAW	LOCAL MILEAGE ACH PMT NO. - 80128238	57.55
SNO VALLEY PROCESS SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80128292	7,978.80
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		8,036.35

5902 - PROPERTY ACQUISITION POLICE

CLARY LONGVIEW LLC DBA BUD CLARY FORD/HYUNDAI	VEHICLES ACH PMT NO. - 80128327	224,690.53
GENERAL PACIFIC INC	MACHINERY/EQUIPMENT CHECK NO. - 00602231	25,545.79
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		250,236.32

5903 - PROPERTY ACQUISITION FIRE

BECKER BUICK-GMC INC	VEHICLES ACH PMT NO. - 80128250	203.84
COAXSHER INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80128254	24,590.40
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80128259	239.72
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLES ACH PMT NO. - 80128283	342.43
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	VEHICLES ACH PMT NO. - 80128419	1,254.82
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		26,631.21

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80128371	3,767.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00602247	26,046.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSMENT CHECK NO. - 00602247	9,185.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80128317	80,441.80
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128289	1,035.00
SPOKANE UNITED METHODIST HOME	SERVICE REIMBURSEMENT	

dba ROCKWOOD SOUTH HILL	CHECK NO. - 00602345	7,784.73
SPOKANE UNITED METHODIST HOME dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSMENT CHECK NO. - 00602345	274.84
TERRY SCHERER	SERVICE REIMBURSMENT CHECK NO. - 00602349	3,756.90
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	132,291.27

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80128371	4,458.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00602247	16,347.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSMENT CHECK NO. - 00602247	4,145.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80128317	28,545.48
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80128289	1,087.00
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00602359	5,685.00
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSMENT CHECK NO. - 00602359	3,835.00-
	TOTAL FOR 6300 - POLICE PENSION	56,432.48

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP 818 W RIVERSIDE STE 120	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00602339	3,839.77
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80128360	149,213.27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	153,053.04

6920 - CLAIMS CLEARING FUND

JP MORGAN CHASE BANK NATIONAL ASSOCIATION	WARRANTS PAYABLE CHECK NO. - 00602314	8,804.00
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	8,804.00

6960 - SALARY CLEARING FUND NEW

VALLEY EMPIRE COLLECTION	VALLEY EMPIRE COLLECTION CHECK NO. - 00602365	636.08

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	636.08
TOTAL CLAIMS	4,907,370.97

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 04/22/2024

Date Rec'd	4/17/2024
Clerk's File #	CPR 2024-0003
Renews #	
Cross Ref #	

Submitting Dept	ACCOUNTING & GRANTS	**Project #**	
Contact Name/Phone	MICHELLE 6032	**Bid #**	
Contact E-Mail	MMURRAY@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Agenda Item Name	5600-ACCOUNTING-PAYROLL		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: April 13, 2024.
Payroll check #571973 through check #572120 $9,432,675.05

Summary (Background)

N/A

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**
Expense	**$** 9,432,675.05	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MURRAY, MICHELLE		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

PAYROLL RECAP BY FUND

PAY PERIOD ENDING APRIL 13, 2024

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	13,549.30
0230	CIVIL SERVICE	43,176.89
0260	CITY CLERK	23,229.60
0320	COUNCIL	52,825.60
0330	PUBLIC AFFAIRS / COMMUNICATIONS	35,699.63
0370	ENGINEERING SERVICES	209,979.71
0410	FINANCE	47,540.20
0450	CD/HS DIVISION	14,076.00
0470	HISTORIC PRESERVATION	8,064.80
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	4,610.40
0500	LEGAL	149,451.83
0520	MAYOR	36,526.80
0550	NEIGHBORHOOD SERVICES	19,389.60
05601	MUNICIPAL COURT	129,412.98
0570	OFFICE OF HEARING EXAMINER	6,786.40
0620	HUMAN RESOURCES	35,623.32
0650	PLANNING SERVICES	67,640.00
0680	POLICE	2,223,450.67
0690	PROBATION SERVICES	81,714.25
0700	PUBLIC DEFENDERS	96,935.29
0750	ECONOMIC DEVELOPMENT	9,857.60
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,309,540.87

FUND	FUND NAME	TOTAL
1100	STREET	291,221.10
1200	CODE ENFORCEMENT	86,366.45
1300	LIBRARY	269,954.71
1380	TRAFFIC CALMING MEASURES	3,317.60
1400	PARKS AND RECREATION	416,931.39
1425	AMERICAN RESCUE PLAN	2,144.76
1460	PARKING METER	38,392.03
1595	HOUSING SALES TAX	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	15,338.04
1625	PUBLIC SAFETY PERSONNEL	204,723.92
1680	CD/HS	58,421.19
1910	CRIMINAL JUSTICE ASSISTANCES	2,247.20
1970	EMS FUND	1,755,561.99
4100	WATER	546,228.03
4250	INTEGRATED CAPITAL FUND	60,743.20
4300	SEWER	675,204.10
4480	REFUSE	727,562.50
4600	GOLF	70,539.10
4700	GENERAL SERVICES FUND	203,437.03
5100	FLEET SERVICE	128,494.53
5200	PUBLIC WORKS & UTILITY FUND	57,579.65
5300	MIS	194,986.46
5400	REPROGRAPHICS	5,190.40
5500	PURCHASING	28,416.80
5600	ACCOUNTING SERVICES	127,814.08
5700	MY SPOKANE	37,770.79
5750	PROJECT MANAGEMENT OFFICE	25,000.00
5800	RISK MANAGEMENT	17,421.60
5810	WORKER'S COMPENSATION	9,773.60
5830	SELF-FUNDED MEDICAL/DENTAL	7,419.38
5900	ASSET MANAGEMENT	44,845.35
6060	CITY RETIREMENT	10,087.20
	TOTAL	9,432,675.05

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 8, 2024

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke, Navarrete, and Zappone were present.

City Attorney Mike Piccolo (in absence of Interim City Administrator Garrett Jones); Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

Candidate Interviews – CHHS Board and OPO Commission

The City Council interviewed the following individuals: James Randall and Christabel Agyei, candidates for appointment to the Community, Housing and Human Services (CHHS) Board, and Amy McColm, candidate for appointment to the Office of Police Ombudsman (OPO) Commission.

Action to Approve April 15, 2024, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the April 15, 2024, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Bingle, seconded by Council Member Dillon, **to approve** the April 15, 2024, Advance Agenda; **carried 6-0.**

Current Agenda Review

The City Council reviewed the April 8, 2024, Current Agenda.

<u>Final Reading Ordinance C36504 (Council Sponsors: Council Members Zappone, Dillon, and Klitzke)</u>

Motion by Council Member Zappone, seconded by Council Member Dillon, **to defer Final Reading Ordinance C36504**—altering the Lodging Tax Advisory Committee, creating the Lodging Tax Advisory Program; amending sections 04.30.010 and 04.030.020 of the Spokane Municipal Code, and adding a new section to Chapter 04.30 of the Spokane Municipal Code—to April 22, 2024, agenda; **carried 7-0.**

Action to Approve April 8, 2024, Current Agenda
Following staff reports and Council inquiry and discussion regarding the April 8, 2024, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Bingle, seconded by Council Member Cathcart, **to approve** the April 8, 2024, Current Agenda; **carried 7-0.**

Council Recess/Executive Session
The City Council recessed at 4:16 p.m. No executive session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke, Navarrete, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

COUNCIL SALUTATION
April 10, 2024 *Dolores Clara Huerta*
Council Member Navarrete read a Council Salutation in both Spanish and English saluting the public service of Dolores Huerta and Local Latine/Hispanic/Indigenous Community Groups. The Council Salutation was presented to the following four organizations: Nuestras Raices, Latinos en Spokane, Mujeres in Action, and Manzanita House. Representatives for each of the groups were invited to the podium to be recognized.

Copies of the Council Salutation for each group are attached to these minutes for reference.

DANCE PERFORMANCES
Dancers from Ballet Folklorico de Spokane performed for the City Council and the audience.

ACKNOWLEDGEMENT
Council President Wilkerson acknowledged representatives from World Relief in the audience and thanked them for joining the meeting today.

There were no **Reports from Community Organizations.**

BOARD AND COMMISSION APPOINTMENTS
Appointment to Office of Police Ombudsman Commission (CPR 2015-0034)
Motion by Council Member Dillon, seconded by Council Member Klitzke, **to approve** (and thereby confirm) the appointment of Amy McColm to the Office of Police Ombudsman Commission for a three-year term from April 8, 2024, through April 8, 2027; **carried 6-1.**

CONSENT AGENDA

After public testimony and Council commentary, the following action was taken:

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items; **carried 7-0**:

Two-year Value Blankets for the Waste to Energy Facility from April 1, 2024, through March 31, 2026, with:

a. North Coast Electric Company (Spokane) for the purchase of 1200a switchboards—$100,000 (plus tax). (OPR 2024-0240 / RFQ 6072-24)

b. Dykman, Inc (Spokane Valley, WA) for the purchase of 1000kva transformers—$120,000 (plus tax). (OPR 2024-0241 / RFQ 6072-24)

(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Purchase from The Babcock & Wilcox Company (Napa, CA) of two gas burner boiler assemblies for use at the Waste to Energy Facility—$92,869.70 (incl. tax and shipping). (OPR 2024-0242 / RFQ 6055-24) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Purchase from Midwest Electric Transformer Services, Inc. (Newton, KS) of a backup 750kva transformer for the Waste to Energy Facility—$64,440.80 (incl. tax and shipping). (OPR 2024-0243 / RFQ 6078-24) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Contract Renewal 4 of 4 with United States Electric Corporation (Olympia, WA) for high voltage electrical maintenance and technical support services at the Waste to Energy Facility from May 1, 2024, through April 30, 2025—not to exceed $500,000 (plus tax). (OPR 2020-0418 / PW ITB 5230-20) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Contract Renewal 1 of 3 with Nalco Company, LLC (Spokane) for chemical management services at the Waste to Energy Facility from April 1, 2024, through March 31, 2025—not to exceed $49,000 (incl. tax). (OPR 2022-0257 / IRFP 5528-21) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Contract Renewal 3 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from April 1, 2024, through March 31, 2025—not to exceed $1,300,000 (incl. tax). (OPR 2020-0341 / PW ITB 5238-20) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Public Works Contract with Gerard Chimney Company (St. Louis, MO) for stack repairs and inspection at the Waste to Energy Facility from April 1, 2024, through December 31, 2024—not to exceed $225,000 (plus tax). (OPR 2024-0244 / PW ITB 6028-23) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Multiple Family Housing Property Tax Exemption Conditional Agreements with:

a. NARP LLC for the future construction of approximately 4 units at Parcel Number 35204.0211, commonly known as 1207 E. Newark Avenue. (OPR 2024-0214)

b. Five Mile Spokane, LLC, for the future construction of approximately 48 units at Parcel Number 26252.0064, commonly known as 7650 N. A Street (also known as 7601 N. Five Mile Rd). (OPR 2024-0215)

c. Cap 31st Avenue Residences, LLC, for the future construction of approximately 96 units at Parcel Number 35331.0017, commonly known as 2402 E. 31st Avenue. (OPR 2024-0216)

d. Grove at Cannon, LLC, for the future construction/renovation of approximately 13 units at Parcel Number 25244.2705, commonly known as 621 S. Cannon Street. (OPR 2024-0217)

e. Jay Higgins/Cheryl Ann Kordner for the future construction of approximately 20 units at Parcel Number 35091.2914, commonly known as 2517 E. Upriver Drive. (OPR 2024-0218)

f. 5115 S. Freya St., LLC, for the future construction of approximately 30 units at Parcel Number 34031.9114, commonly known as 5115 S. Freya Street. (OPR 2024-0219)

g. Garland Acquisitions, LLC, for the future construction of approximately 44 units at Parcel Number 35062.1409, commonly known as 924 W. Garland Avenue. (OPR 2024-0220)

The Conditional Agreements will ultimately result in the issuances of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Deferred from March 25, 2024, Agenda) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

Low Bid of Inland Infrastructure LLC (Spokane) for Cycle 10 Traffic Calming project—$2,972,000. An administrative reserve of $297,200, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Deferred from March 18, 2024, Agenda) (OPR 2024-0191 / ENG 2020046 / ENG 2020047 / ENG 2020048) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Low Bid of Cameron Reilly, LLC (Spokane Valley, WA) for 2024 Street Maintenance Curb Ramps project—$908,687. An administrative reserve of $98,868.70, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (OPR 2024-0245 / ENG 2023042) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Local Agency A&E Professional Services Consultant Agreement with DOWL (Spokane) for Pacific Avenue Greenway – Howard to Sherman project—$485,587.28 plus a 10% administrative reserve. (OPR 2024-0247 / ENG 2022069) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Consultant Agreement with Commonstreet Consulting, LLC (Seattle, WA) for Real Estate On-Call Services for 2024-2026 (Non-Federal)—not to exceed $200,000. (Various Neighborhoods) (OPR 2024-0248 / ENG 2024058) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Consultant Agreements for General Civil On-Call Services for 2024-2026 (Non-Federal) with:

a. Parametrix, Inc. (Spokane)—not to exceed $1,000,000. (OPR 2024-0249 / ENG 2024059)

b. TD&H Engineering (Spokane)—not to exceed $750,000. (OPR 2024-0250 / ENG 2024059)

(Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Contract with Incapsulate, LLC (Washington, DC) for Customer Relationship Management System (CRM) annual software, subscription, and support from May 1, 2024, through April 30, 2029─$784,296.96 (plus tax). (OPR 2024-0251 / RFP 4481-18) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Contract Renewal with Carahsoft, Inc. (Reston, VA) for SalesForce licenses and support for the city's CRM system from May 1, 2024, through April 30, 2025─$127,864.35 (plus tax). (OPR 2019-0293 / RFP 4481-18) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 22, 2024, total $9,405,529.75 (Check Nos.: 601795-601942; ACH Nos.: 127466-127662), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $9,203,888.91. (CPR 2024-0002)

b. Claims and payments of previously approved obligations, including those of Parks and Library, through March 29, 2024, total $12,419,953.60 (Check Nos.: 601943-602093; ACH Nos.: 127663-127963), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $12,003,391.41. (CPR 2024-0002)

c. Payroll claims of previously approved obligations through March 30, 2024: $9,726,507.24 (Check Nos.: 571833-571972). (CPR 2024-0003)

City Council Meeting Minutes: March 18, March 21, and March 25, 2024. (CPR 2024-0013)

City Council Standing Committee Meeting Minutes:

(1) Public Safety & Community Health: March 4, 2024. (CPR 2024-0018)

(2) Urban Experience: January 8, February 12, and March 11, 2024. (CPR 2024-0017)

Public Works Agreement with Cameron Reilly, LLC (OPR 2024-0246 / ENG 2023102) (taken separately) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Motion by Council Member Zappone, seconded by Council Member Bingle **to defer** Public Works Agreement with Cameron Reilly, LLC (Spokane Valley, WA) for Howard Street Signing, Restriping, and Traffic Islands project—for one week to April 15, 2024; **carried 7-0.**

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances.**

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2024-0033 (Council Sponsors: Council President Wilkerson and Council Member Cathcart)

After public testimony and Council commentary, the following action was taken:

> **Upon 5-2 Roll Call Vote,** the City Council **adopted Resolution 2024-0033** approving the appointment of Arielle Anderson as the Director of Community, Housing, and Human Services for the City of Spokane.
>
> **Ayes:** Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
> **Nos:** Bingle and Cathcart
> **Abstain:** None
> **Absent:** None

Resolution 2024-0034 (CR: OPR 2024-0252) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to defer Resolution 2024-0034**—declaring Huber Technology, Inc. (Denver, NC) a sole source provider and authorizing the purchase of parts, supplies and service for SE EscaMax Fine Screen and HydroPress Washer Compactor parts for the Riverside Park Water Reclamation Facility for a period of five (5) years for up to $1,100,000 without public bidding—for one week to April 15, 2024; **carried 7-0.**

FINAL READING ORDINANCES

For council action on Final Reading Ordinance C36504, see section of minutes under 3:30 p.m. Briefing Session.

FIRST READING ORDINANCES

The following Ordinance was read for the first time, with further action deferred. There was an opportunity for public testimony with no individuals signed up to speak.

ORD C36505 Amending Ordinance C33671 that vacated the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south. (Striking an easement.) (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)

There were no **Special Considerations.**

There were no **Hearings.**

[The City Clerk left the meeting at 6:43 p.m., at the start of Open Forum (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

OPEN FORUM

Council President Wilkerson reviewed the rules of decorum for open forum. The following individual(s) spoke during the Open Forum:

- Karl Boettner
- War Bear
- Tony Edwards
- William Hulings
- Lukas Yanni
- Justin Haller
- Debbie Novak
- Wyktoria Taschler
- Zach McGuckin
- Eugene Knowles
- Cherrie Barnett
- Monica Tittle-Mueller
- Andrew Cowley
- Megra Flatman
- Dream
- Tracy Blum

ADJOURNMENT
Motion by Council Member Bingle, seconded by Council Member Zappone, to adjourn; **carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 7:20 p.m.

Minutes prepared and submitted for publication in the April 17, 2024, issue of the *Official Gazette*.

_____
Terri Pfister
City Clerk

Approved by Spokane City Council on April 22, 2024.

_____
Betsy Wilkerson
City Council President

MEETING MINUTES
City of Spokane
Council ARPA Dot Exercise
(held in a study session format)
Central Library, Events Room A
April 11, 2024

Meeting Recording: https://vimeo.com/933826691

Call to Order: 12:17 p.m.

Attendance:

Council Members Present: Council President Wilkerson, Council Members Zappone, Cathcart, Bingle, Dillon, Navarrete, and Klitzke (left at 12:35 p.m. and returned at 12:36 p.m.)

Council Members Absent: None

Agenda Items:

- Council Member Dot Exercise for potential ARPA funding claw backs

Executive Session:

None

Adjournment:
The meeting adjourned at 12:47 p.m.

Minutes prepared and submitted for publication in the April 24, 2024, issue of the Official Gazette.

_____
Giacobbe Byrd
Director, Council Office

Approved by City Council on April 22, 2024.

_____
Besty Wilkerson
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

MEETING MINUTES
City of Spokane
City Council-Mayor Joint Special Meeting to Discuss Budget
(held in a study session format)
Central Library, Events Room A
April 11, 2024

Meeting Recording: https://vimeo.com/933493293

Call to Order: 11:01 a.m.

Attendance:

Council Members Present: Council President Wilkerson, Council Members Zappone, Cathcart, Bingle, Dillon, Navarrete, and Klitzke.

Council Members Absent: None

Agenda Items:

- Public Safety – Police, Fire, Courts & Emergency Management
  - Police, Fire & Courts
    - Where are things currently (Budgetary, Operational, etc.)
    - What are the goals for the future?
    - Capital Needs
  - Emergency Management
    - Where are thing currently (Budgetary, Operation, etc.) vs Goals for the future?

Executive Session:

None

Adjournment:
The meeting adjourned at 12:02 p.m.

Minutes prepared and submitted for publication in the April 24, 2024, issue of the Official Gazette.

_____
Giacobbe Byrd

Director, Council Office

Approved by City Council on April 22, 2024.

_____
Besty Wilkerson
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/22/2024
Clerk's File #	ORD C36507
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING & GRANTS
Contact Name/Phone	MICHELLE 625-6320
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART
Agenda Item Name	5600 - SBO GRANT RESEARCH AND WRITING

Agenda Wording

Approval of an SBO to use salary savings for contractual services for grant research and writing.

Summary (Background)

The Accounting Department has one vacant Grants Analyst position that will not be filled in 2024. The Accounting Department is proposing to move the estimated Grants Analyst salary savings and associated employee benefits to contractual services so that the City can search for a firm to provide grant research and writing.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 85,000
Current Year Cost	$ 85,000
Subsequent Year(s) Cost	$ 0

Narrative

Moving estimated salary savings and associated employee benefits to contractual services solely for grant research and writing.

Amount		Budget Account
Expense	$ -58,000	# 5600-76360-14600-51001-99999
Expense	$ -27,000	# 5600-76360-14600-5XXXX-99999
Expense	$ 85,000	# 5600-76360-14600-54201-99999
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MURRAY, MICHELLE	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	BOSTON, MATTHEW		
Accounting Manager	MURRAY, MICHELLE		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	3/22/24
Submitting Department	Accounting and Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokane.org
Council Sponsor(s)	CM Dillon, CM Wilkerson, CM Cathcart
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5
Agenda Item Name	SBO Grant Research & Writing
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Accounting Department has one vacant Grants Analyst position that will not be filled in 2024. The Accounting Department is proposing to move the estimated Grants Analyst salary savings and associated employee benefits to contractual services so that the City can search for a firm to provide grant research and writing.

Fiscal Impact

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

Total Cost: $ 85,000

Current year cost: $85,000

Subsequent year(s) cost: $ 0

Narrative: Moving estimated salary savings and associated employee benefits to contractual services solely for grant research and writing.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Reallocation

Is this funding source sustainable for future years, months, etc? N/A

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: None

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 This does not impact historically excluded committees.

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 Data will not be collected.

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

The City will have deliverables on how to search for available grants and how to write applications.

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 aligns with the City's initiatives to seek more grant funding to meet operational goals.

ORDINANCE NO C36507

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 Accounting and Grants 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 Accounting and Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Decrease appropriation by $85,000.
A) Of the decreased appropriation, $58,000 is removed solely from base wages.
B) Of the decreased appropriation, $27,000 is removed solely from associated various employee benefits.

2) Increase appropriation by $85,000.
A) Of the increased appropriation, $85,000 is provided solely for contractual services.
B) There is no increase in the appropriation level of the Accounting and Grants fund.

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 provide appropriation authority to fund contractual services for grant research and writing, 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: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	ORD C36508
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING & GRANTS		
Contact Name/Phone	MICHELLE	625-6320	
Contact E-Mail	MMURRAY@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON	MCATHCART	LNAVARRETE
Agenda Item Name	1360 - SBO - MUNI COURT GRANT BUDGET TRANSFER		

Agenda Wording

In order to accurately track and report on this grant, a budget transfer is needed. This SBO is to transfer budgeted personnel expenses, base wages, to non-personnel expenses, professional services, by $34,155 and is required by SMC 07.09.010 A(4).

Summary (Background)

This SBO is a housekeeping item. On 8/29/2023 City Council passed ORD C36432 supporting an SBO for the acceptance of four municipal court grants from AOC. The SBO posted for the DVIT grant did not reflect the correct categories of spending per OPR 2023-0854 due to timing and needs to be adjusted.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ N/A
Current Year Cost	$ N/A
Subsequent Year(s) Cost	$ 0

Narrative

This is a budget transfer to correct tracking and reporting for the associated one year grant.

Amount		Budget Account
Expense	$ -34,155	# 1360-91217-12510-51001-99999
Expense	$ 34,155	# 1360-91217-12510-54101-99999
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MURRAY, MICHELLE	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	BOSTON, MATTHEW	**ACCOUNTING -**	MURRAY, MICHELLE
Accounting Manager	MURRAY, MICHELLE		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	4/8/24
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Dillon, CM Cathcart, CM Navarrete
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	SBO – Muni Court Grant Budget Transfer
Grant Item	☒ Yes ☐ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	This SBO is a housekeeping item. On 8/29/2023 City Council passed ORD C36432 supporting an SBO for the acceptance of four municipal court grants from AOC. The SBO posted for the DVIT grant did not reflect the correct categories of spending per OPR 2023-0854 due to timing and needs to be adjusted. In order to accurately track and report on this grant, a budget transfer is needed. This SBO is to transfer budgeted personnel expenses, base wages, to non-personnel expenses, professional services, by $34,155 and is required by SMC 07.09.010 A(4).

Fiscal Impact

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

Total Cost: n/a

Current year cost: n/a

Subsequent year(s) cost: n/a

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Muni Court regularly applies for AOC grants.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) This is a budget transfer to correct tracking and reporting for the associated one year grant.

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? The net impacts decrease grant budget for base wages and increase grant budget for professional services in the amount of $34,155 to align with grantor agreement spending categories.
- What operational changes will occur because of this adjustment? There are no operation changes.

- What are the potential risks or consequences of not approving the budget adjustment? Professional services may not be purchased to carry out the grant's intent.

- 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 grant aligns with carrying out Municipal Court's DVIT Grant.

What current racial and other inequities might this special budget ordinance address? There are no current racial or other inequities.

ORDINANCE NO C36508

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 Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Decrease appropriation by $34,155.
A) Of the decreased appropriation, $34,155 is removed solely from base wages for the AOC DVITC ‘23-‘24 grant.

2) Increase appropriation by $34,155.
A) Of the increased appropriation, $34,155 is provided solely for professional services for the AOC DVITC ’23-’24 grant.

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 provide appropriation authority to professional services to align with OPR 2023-0854, 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:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	ORD C36509
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN		
Contact Name/Phone	MATT BOSTON 625-6820		
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON	MCATHCART	LNAVARRETE
Agenda Item Name	0410 - SBO-COUNTY ELECTION SERVICES FOR BALLOT ITEMS		

Agenda Wording

To accompany the administration's proposed resolution for a property tax levy lid lift, this SBO is to increase the election services budget by $300,000 for the increased cost of adding ballot items.

Summary (Background)

During the development of the 2024 budget, it was unclear if the City would go out to ballot for any items. Soon after budget adoption, the City decided to go out to ballot for a City charter item regarding re-districting. Furthermore, the City is exploring going out to ballot for a property tax levy lid lift. The last time a lid lift was proposed to the voters, it was in a Feb 2019 special election. The City paid a total of $409,000 to the County for all 2019 election services.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 300,000
Current Year Cost	$ 300,000
Subsequent Year(s) Cost	$ 0

Narrative

In order to go out to ballot, the City of Spokane must pay Spokane County for election services. The City of Spokane always bears the largest cost during any election due to the count of registered voters residing in the City.

Amount		**Budget Account**
Expense	$ 300,000	# 0020-88100-14400-54261-99999
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MURRAY, MICHELLE	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	BOSTON, MATTHEW		
Accounting Manager	MURRAY, MICHELLE		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	SBO – County Election Services for Ballot Items
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	During the development of the 2024 budget, it was unclear if the City would go out to ballot for any items. Soon after budget adoption, the City decided to go out to ballot for a City charter item regarding re-districting. Furthermore, the City is exploring going out to ballot for a property tax levy lid lift. To accompany the administration's proposed resolution for a property tax levy lid lift, this SBO is to increase the election services budget by $300,000 for the increased cost of adding ballot items. The last time a lid lift was proposed to the voters, it was in a Feb 2019 special election. The City paid a total of $409,000 to the County for all 2019 election services. In just the last five years, the cost of administering elections has dramatically increased due to inflation, so it is expected that the 2024 invoices will be closer to $500,000.

Fiscal Impact

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

Total Cost: $300,000

Current year cost: $300,000

Subsequent year(s) cost: $0.00

Narrative: In order to go out to ballot, the City of Spokane must pay Spokane County for election services. The City of Spokane always bears the largest cost during any election due to the count of registered voters residing in the City.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, N/A

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) There is potential for the levy lid lift to generate additional revenue, but it is not guaranteed.

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

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

There is no direct impact (positive or negative) that this SBO explicitly has on any community. There is potential for the result of the levy lid lift resolution to positively impact everyone in the community, but there is also the potential for negative impacts to everyone in the community if the lid lift does not pass.

- 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 collection is beyond the scope of the City paying for election services. Any data regarding the results of, and participation in, the election will be collected by the County who handles voter registration and elections.

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

  There is really only one relevant data point that is related to this SBO. It is whether or not the voters approve the levy lid lift. At this point it is the only solution that doesn't involve major reductions to the scale and scope of City services to citizens.

- 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 results of the election on the levy lid lift will impact all Departments across the City. Without this SBO (and the levy lid lift) the City will need to reassess all of the current goals and objectives, so this is critical if the City intends on maintaining service levels. Every item listed in the question will need to be evaluated if the levy lid lift does not pass.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  The concept of a levy lid lift has been discussed at the monthly budget study sessions.

ORDINANCE NO C36509

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 General 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $300,000.
A) Of the increased appropriation, $300,000 is provided solely for election services provided by Spokane County in 2024.
B) This is an increase to the overall appropriation level in the General Fund.

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 pay Spokane County for election services of ballot measures that were not budgeted for, 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:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/29/2024
Clerk's File #	ORD C36510
Renews #	
Cross Ref #	

Submitting Dept	MAYOR	**Project #**	
Contact Name/Phone	MAGGIE YATES 625-6753	**Bid #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	0520 SBO EXPANSION OF CARES & HIGH UTILIZER/COMPLEX CARE INITIATIVE		

Agenda Wording

The Brown Administration proposes allocating from the opioid settlement $500,000 to the expansion of the Spokane Fire Department's CARES program and an additional $500,000 to the creation of a high utilizer/complex care initiative.

Summary (Background)

The City of Spokane is a party to two opioid litigation settlements involving opioid distributors and manufacturers, respectively. Per the settlements, the City anticipates receiving a total of $13.3 million dollars over 17 years, and currently has $2.2 million dollars available.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,000,000
Current Year Cost	$ 1,000,000
Subsequent Year(s) Cost	$ 838,000

Narrative

The City anticipates receiving a total of $13.3 million dollars over 17 years, and currently has $2.2 million dollars available.

Amount		Budget Account
Expense	$ 500,000	# 1555-19100-XXXXX-54201-99999
Expense	$ 291,200	# 1555-19100-XXXXX-5XXXX-99999
Expense	$ 208,800	# 1555-19100-XXXXX-54140-99999
Neutral	$ 500,000	# 1970-35130-various
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	JONES, GARRETT	**MANAGEMENT &**	STRATTON, JESSICA
Division Director			
Accounting Manager	MURRAY, MICHELLE		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	4/8/2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates
Contact Email & Phone	myates@spokanecity.org , 509-625-6753
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 15 minutes
Agenda Item Name	SBO Expansion of CARES & High Utilizer/Complex Care Initiative
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane is a party to two opioid litigation settlements involving opioid distributors and manufacturers, respectively. Per the settlements, the City anticipates receiving a total of $13.3 million dollars over 17 years, and currently has $2.2 million dollars available. The Brown Administration proposes allocating $500,000 to the expansion of the Spokane Fire Department's CARES program and an additional $500,000 to the creation of a high utilizer/complex care initiative, consistent with the terms of the settlement agreements.

Fiscal Impact

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

Total Cost: $1,000,000

Current year cost: $1,000,000

Subsequent year(s) cost: $838,000

Narrative: See attached briefing memo.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? The City anticipates receiving a total of $13.3 million dollars over 17 years, and currently has $2.2 million dollars available.

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?

Individuals struggling with OUD face a heightened likelihood of homelessness and criminal justice involvement. Using the available funding consistent with the terms of the settlement will improve stability for this population and tackle their disproportionate representation in the criminal justice system.

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?

See attached briefing memo.

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

See attached briefing memo.

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 builds on the Council's recently passed resolution (2024-0031) to address the fentanyl crisis in Spokane.

Washington State will receive $1.1 billion dollars in opioid settlements. Half of settlement dollars pass through to Washington's eligible local jurisdictions, including 3.087% to the City for a total of $13.3 million dollars over the next 17 years.

Opioid settlement dollars are eligible for a broad set of abatement programs including: treating and preventing Opioid Use Disorder (OUD), supporting people in treatment in recovery, connecting individuals to care, addressing the needs of justice involved individuals, addressing the needs of pregnant or parenting women and their families, preventing the over-prescription of opioids, preventing the misuse of opioids, preventing the overdose deaths and other harms, first responder expenditures related to the opioid epidemic, as well as leadership, planning and coordination, training, and research.

The Brown Administration's proposal to allocate $500,000 to the expansion of the Spokane Fire Department's CARES program and an additional $500,000 to the creation of a high utilizer/complex care initiative is consistent with the terms of the settlement agreements.

ORDINANCE NO C36510

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 Fire/EMS Fund and Opioid Response 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add one classified Social Response Manager position (from 1 to 2) in the CARES program.
2) Add two classified Mental Health Coordinator positions (from 0 to 2) in the CARES program.
3) Add one classified Clerk II position (from 0 to 0.5) in the CARES program.

4) Increase revenue by $500,000.
A) Of the increased revenue, $500,000 is to be provided solely for interfund other general government services in the CARES program.

5) Increase appropriation by $500,000.
A) Of the increased appropriation, $291,200 is to be provided solely for base wages and associated employee benefits in the CARES program.
B) Of the increased appropriation, $78,800 is to be provided solely for operating supplies in the CARES program.
C) Of the increased appropriation, $130,000 is to be provided solely for vehicles in the CARES program.

Section 2. That in the budget of the Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,000,000.
A) Of the increased appropriation, $291,200 is provided solely to contra salaries and benefits.
B) Of the increased appropriation, $208,800 is provided solely to interfund other professional services.
C) Of the increased appropriation, $500,000 is provided solely to contractual services.

Section 3. 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 proposal to expand the SFD CARES program and create a High Utilizer and Complex Care Initiative, 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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	4/3/2024
Clerk's File #	ORD C36511
Renews #	
Cross Ref #	

Submitting Dept	PLANNING & ECONOMIC	**Project #**	
Contact Name/Phone	MAREN X6737	**Bid #**	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE JBINGLE		
Agenda Item Name	0650 - SBO FOR PLANNING TO ACCEPT GRANT FUNDS FOR SGA COMMUNITY		

Agenda Wording

Smart Growth America has awarded a $130,000 grant to City of Spokane for capacity building alongside impacted communities in the 5th Avenue area. Accounting needs to create the budget line items to receive and expend the grant award.

Summary (Background)

Smart Growth America has awarded a $130,000 grant to Spokane for capacity building to partner with and work alongside impacted community in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The City of Spokane is serving as the fiscal lead, though the funds are dedicated for the community to support the goals of the Community Connectors Program.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 130,000
Current Year Cost	$ 130,000
Subsequent Year(s) Cost	$ 0

Narrative

Grant funds from Smart Growth America, no match required

Amount		Budget Account
Revenue	$ 130,000	# 1360-94176-99999-36720-20264
Expense	$ 130,000	# 1360-94176-58700-54201-20264
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	MACDONALD, STEVEN	**MANAGEMENT &**	STRATTON, JESSICA
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jyot Chadha - jyot@numo.global	smacdonald@spokanecity.org
sgardner@spokanecity.org	mmurphy@spokanecity.org
klouden@spokanecity.org	korlob@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Planning Services
Contact Name	Maren Murphy
Contact Email & Phone	mmurphy@spokanecity.org
Council Sponsor(s)	CMs Klitzke, Zappone, and Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 min
Agenda Item Name	SBO for Planning Services to accept grant funds for the Smart Growth America Community Connectors Program
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Smart Growth America has awarded $130,000 grant to Spokane for capacity building to partner with and work alongside impacted community in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The City of Spokane is serving as the fiscal lead, though the funds are dedicated for the community to support the goals of the Community Connectors Program. An SBO is needed for Accounting to create the budget line item to receive and expend the grant funds.

Fiscal Impact

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

Total Cost: $130,000

Current year cost: $130,000

Subsequent year(s) cost:

Narrative: Grant funds from Smart Growth America.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Funding through June 2025

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 Community Connectors program seeks to equip small and mid-sized communities to take advantage of USDOT's new programs ($4 billion over five years) for identifying, removing and repairing the wounds of divisive infrastructure, make a powerful case for a significantly larger effort, and also equip them to make use of the wider federal and state transportation programs to advance similar projects. The project aims to specifically support lower capacity communities most impacted who have structural disadvantages making it challenging to apply for federal funding or to steer their state toward smarter and more equitable investments in their communities. Lower capacity communities include those who have been excluded from public & private investment and deal with barriers resulting from concentrated poverty and/or structural racism. The Community Connectors Program will bring together community and government partners to address the historical and ongoing harms from I-90

and the current development of US 395 in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The group seeks to co-design solutions through an integrated and equitable approach of land use, transportation, housing and anti-displacement, economic opportunities, arts and culture, climate resilience, and community health so all residents can thrive.

- 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?
    - The focus of the grant program is to build partnerships and co-create plans and projects with the greatest ability to affect those most impacted. Data was analyzed in the application process to understand community overview, including demographic information, community type, land use, and important destinations.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
    - The grant is focused on capacity building, and will be working with Smart Growth America to track and understand progress made. As part of the grant, an independent research group selected and funded by Robert Wood Johnson Foundation will conduct an evaluation of Community Connectors Program. As a condition of accepting this assistance, grantees agree to participate in the evaluation.

- 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 is a follow-up to the 5th Avenue Initiative and Community Strategy, adopted in by Council in 2021 (RES 2021-0022). It is also aligned with the subarea planning priority under ARPA to direct planning resources to economically disadvantaged areas.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
    - This was not reviewed by a council subcommittee, but staff is working closely with 5th Avenue community leaders, Council President Wilkerson, and council staff on the grant program.

ORDINANCE NO C36511

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 Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $130,000.
A) Of the increased revenue, $130,000 is provided solely for grant revenue from Smart Growth America.

2) Increase appropriation by $130,000.
A) Of the increased appropriation, $130,000 is provided solely for contractual services.

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 award and acceptance of Smart Growth America’s Community Connectors grant, 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:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	4/4/2024
Clerk's File #	ORD C36512
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	MAREN X6737
Contact E-Mail	MMURPHY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	KKLITZKE ZZAPPONE
Agenda Item Name	0650 - SBO FOR CLIMATE PLANNING GRANT

Agenda Wording

City Council accepted $420,000 in Commerce grant funds for Climate Planning - Phase 1 on February 26, 2024 (RES 2024-0142). Accounting needs to create the budget line items to expend and receive reimbursement for climate planning.

Summary (Background)

WA Dept of Commerce has made available funding for climate planning for the 2023-2025 biennium, with the City of Spokane eligible for $700,000 in legislative appropriation for climate planning through 2029 as part of the WA Climate Commitment Act. City Council accepted $420,000 in Commerce grant funds for Climate Planning - Phase 1 on February 26, 2024 (RES 2024-0142). Accounting needs to create the budget line items to expend and receive reimbursement for climate planning.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 420,000
Current Year Cost	$ 420,000
Subsequent Year(s) Cost	$

Narrative

No grant match. Additional climate planning funds will be requested in the 2025-2027 biennium.

Amount		Budget Account
Revenue	$ 420,000	# 1360-94175-99999-33442-20263
Expense	$ 420,000	# 1360-94175-58700-54201-20263
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	MACDONALD, STEVEN	**ACCOUNTING -**	MURRAY, MICHELLE
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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rbenzie@spokanecity.org	klouden@spokanecity.org
korlob@spokanecity.org	

Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Planning Services
Contact Name	Maren Murphy
Contact Email & Phone	mmurphy@spokanecity.org
Council Sponsor(s)	CMs Klitzke and Zappone
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5min
Agenda Item Name	Climate Planning - SBO for Planning Services to Accept Commerce Grant Funds (relates to OPR 2024 0142)
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Planning Staff have submitted a packet for City Council consideration to initiate Climate Planning – Phase 1, including the following items: 1. **Climate Planning - SBO for Planning Services to Accept Commerce Grant Funds** 2. Climate Planning - Resolution to Initiate Climate Planning under the Comprehensive Plan Periodic Update 3. Climate Planning - Approval of Consultant Contract for Climate Planning – Phase 1 *This briefing paper is 1 of 3 for climate planning.* The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with a focus on resilience and greenhouse gas emissions mitigation. WA Commerce has made available funding for climate planning for the 2023-2025 biennium, with the City of Spokane eligible for $700,000 in legislative appropriation for climate planning through 2029 as part of the WA Climate Commitment Act. City Council accepted $420,000 in Commerce grant funds for Climate Planning - Phase 1 on February 26, 2024 (RES 2024-0142). Accounting needs to create the budget line item to expend and receive reimbursement for climate planning.

Fiscal Impact

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

Total Cost: $420,000

Current year cost: $420,000

Subsequent year(s) cost:

Narrative: No grant match. Additional climate planning funds will be requested in the 2025-2027 biennium.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Funding for 2023-2025 Biennium

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?
    - Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted by the changing climate conditions and whose insight will lead to the most equitable outcomes. There is also additional emphasis on all levels of Tribal communication, partnership, and coordination.

- 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?
    - The planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and climate-related challenges.

- 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."

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
    - This item was approved for grant acceptance by City Council on February 26, 2024 (RES 2024-0142).

ORDINANCE NO C36512

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 Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $420,000.
A) Of the increased revenue, $420,000 is provided solely for grant revenue from the Department of Commerce.

2) Increase appropriation by $420,000.
A) Of the increased appropriation, $420,000 is provided solely for contractual services.

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 award and acceptance of the Dept. of Commerce’s climate planning grant, 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:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Consent

Council Meeting Date: 04/22/2024

Date Rec'd	3/29/2024
Clerk's File #	RES 2024-0036
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN
Contact Name/Phone	RICHARD 6327
Contact E-Mail	RCULTON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	ZZAPPONE KKLITZKE
Agenda Item Name	1680- 2024 ANNUAL ACTION PLAN COMPONENT OF THE 2020-2024

Agenda Wording

CHHS is requesting adoption of this resolution and approval of the 2024 Annual Action Plan component of the 2020-2024 Consolidated Plan for CDBG, HOME, and ESG grant programs and approval to enter into agreement with HUD and awarded organizations.

Summary (Background)

CHHS completed the process of preparing the 2024 Annual Action Plan. Public Service, Housing Activity, Public Facility Improvement, and Economic Development projects were awarded through a competitive process through the CHHS Board. HUD will issue a grant agreement after submission of the plan.

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

Amount		Budget Account
Neutral	$ 3,539,780	# 1690-95576-99999-33114-99999
Neutral	$ 1,594,280	# 1710-95579-99999-331144-99999
Neutral	$ 277,996	# 1540-95573-99999-33114-99999
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	KINDER, DAWN	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	KINDER, DAWN		
Accounting Manager	MURRAY, MICHELLE		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Committee Agenda Sheet
Urban Experience Committee

Committee Date	4/9/2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Richard Culton, Tessa Jilot
Contact Email & Phone	rculton@spokanecity.org; tjilot@spokanecity.org, 509-625-6327
Council Sponsor(s)	Zack Zappone and Kitty Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	2024 Annual Action Plan component of the 2020-2024 Consolidated Plan for Community Development
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Department of Housing and Urban Development requires grantees (City of Spokane) to submit an Annual Action Plan every year to receive CDBG, HOME, and ESG funds. The Annual Action Plan includes sections that outline expected resources, and funding priorities for the program year 7/1/2024 - 6/30/25. CHHS completed the process of preparing the 2024 Annual Action Plan. Public Service, Housing Activity, Public Facility Improvement, and Economic Development projects were awarded through a competitive process through the CHHS Board. HUD will issue a grant agreement after submission of the plan. Amounts listed in the attached Resolution are HUD entitlement amounts and do not include program income. The 2024 Annual Action Plan will fund activities that support the needs and goals outline in the 2020 – 2024 Consolidated Plan. 1. **Improve affordable housing access & availability** a. Expand the number of affordable housing options for low- and moderate-income individuals and households. The City will fund proposals that address the needs of target populations including, but not limited to homeownership, rental housing, communal living, etc. Additionally, the City will prioritize proposals that integrate services that help stabilize permeant housing for high barrier populations. The goal of housing stability is to prevent and divert individuals and families from entering the homeless response system. 2. **Urgent public health & safety response** a. Adaptive response to changing community needs related to sheltering homeless populations, natural disasters, and public health pandemics. 3. **Community based social service programming** a. Community based services that address the following areas i. Food Security ii. Housing Stability iii. Childcare iv. Behavior and victim services v. Micro Enterprise activities

	2024 PY CDBG final funding recommendations and a copy of the draft 2024 Annual Action Plan are posted on the CHHS Webpage: https://my.spokanecity.org/chhs/documents/

Fiscal Impact

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

Total Cost: N/A

Current year cost:

Subsequent year(s) cost:

Narrative:

Total anticipated revenue (grants) $5,412,056.

- $3,539,780 (CDBG)
- $1,594,280 (HOME)
- $277,996 (ESG)

Funding Source ☐ One-time ☒ Recurring ☒ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Yes, HUD entitlement funding.

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?

HUD entitlement funds are primarily used to support low-and moderate-income households via community services, housing, and public facility improvements.

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?

Subrecipient agencies are required to submit monthly reports that show beneficiary information.

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

Funded activities and projects are required to provide demographic information about the people they serve (unduplicated beneficiaries). ESG agencies report in the City of Spokane CMIS system and HUD's "SAGE" reporting system. HOME and CDBG report in HUD's Integrated Data and Information System (IDIS). The Consolidated Annual Report Evaluation Report (CAPER) is provided annually to report progress to the community, with a comment period, and it is submitted in IDIS for HUD approval.

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 2024 Annual Action Plan aligns with HUD's entitlement amount for the 2024 PY and the 2020-2024 Consolidated Plan and 2020-2025 Spokane City/County Strategic Plan to End Homelessness.

RESOLUTION 2024-0036

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic, and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in meeting these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2024 of approximately $3,126,340 – Community Development Block Grant (CDBG), $1,409,280 – HOME Investments Partnership Program (HOME), $277,996 – Emergency Solutions Grant (ESG); and

WHEREAS, the Community, Housing, and Human Services Department of the City of Spokane has prepared a report describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements; and

WHEREAS, citizen participation was extensive throughout the public meetings and hearings which were held to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:

   a) that in preparing the 2024 Action Plan Component of the 2020-2024 Consolidated Community Development and Housing Plan (Action Plan) and for Title I CDBG funds, HOME funds, and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;

b) the Community, Housing, and Human Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;

c) the certifications have been reviewed and the commitment of this City are understood.

2. That the 2024 Action Plan and for CDBG, HOME, and ESG funds is hereby approved. The Mayor is authorized to sign and directed to file the same on or after _____, to execute such additional documents as required, to request and secure the release of Community Development Title I funds, to provide such other information as may be required to obtain the funds and execute the projects, and to proceed with project execution upon HUD approval of the Action Plan with the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution including executing contracts for the projects identified in the Community, Housing, and Human Services Department Action Plan.

Adopted by the City Council this ____ day of _____, 2024.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Proposed 2024 Annual Action Plan (updates will be posted throughout the comment period)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Spokane's mission is to deliver efficient and effective services that facilitate economic opportunity and enhance the quality of life for its citizens. The Spokane Five-Year Consolidated Plan and individual Annual Plans provide a roadmap for allocating resources to achieve those objectives. The 2020-2024 Consolidated Plan established local goals and priorities consistent with national objectives established by HUD (US Department of Housing and Urban Development) to utilize funds allocated by the Community Development Block Grant (CDBG), the Emergency Solutions Grant (ESG), and the HOME Investment Partnership Program.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2024 Annual Action Plan provides an overview of the activities that the City of Spokane will fund to achieve the goals and outcomes as outlined in the 2020-2024 Consolidated plan, and to meet the priority needs of the Spokane community.

Please refer to AP-35, AP-38 for additional information related to priority projects funded during program year 2024 (7/1/24 – 6/30/25).

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. In 2023, the City of Spokane served 718 individuals from 716 households with ESG funds through the Catholic Charities, House of Charity shelter project. Additionally, Catholic Charities served 89 clients from 31 households with ESG funds through their Rapid Rehousing program.

The HOME Program ran a successful RFP and identified two new construction projects to fund with several years of accumulated HOME funds in 2023. CHHS staff is engaged in the underwriting process for these projects and anticipates development of the new construction projects in late 2024.

CDBG results for 2023 are pending and will be added to the final draft.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizens are encouraged to offer public comments at any time. To do so, citizens may contact CHHS Department directly by emailing spokanechhs@spokanecity.org or calling (509)625-6325. Citizens may also request a meeting directly with staff through the same email and telephone number.

Citizens are encouraged to attend CHHS Board meetings held on the first Wednesday of every month from 4 to 6 PM (Spokane City Hall: City Council Briefing Center). The Board allows for public comment on items relevant to the CHHS Board during the first ten (10) minutes of each meeting.

CHHS hosts regular Public Hearings to initiate a formal public comment process. Public Hearings will be held prior to the approval of each Consolidated Plan, Assessment of Fair Housing, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

Public Hearings may be held at Spokane City Hall or in other community facilities throughout the City of Spokane. Generally, CHHS will host one public hearing prior to the submission of each Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing (AFH). The second public hearing will occur prior to the submission of the Consolidated Annual Performance and Evaluation Report (CAPER). CHHS will publish a notice prior to each public hearing according to the adopted Citizen Participation Plan. Notice may appear in the Spokesman Review, CHHS website, through neighborhood councils, email distribution, and City of Spokane social media.

Citizens will have 30 calendar days (15 calendar days for the CAPER) to submit public comment to CHHS for review and consideration. All public comments will be reviewed and considered prior to publishing the final plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

To be completed following close of public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

To be completed following close of public comment period.

7. Summary

To be completed following close of public comment period.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SPOKANE	
CDBG Administrator	SPOKANE	Community, Housing and Human Services Department
HOPWA Administrator		NA
HOME Administrator	SPOKANE	Community, Housing and Human Services Department
ESG Administrator	SPOKANE	Community, Housing and Human Services Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Spokane's Community, Housing and Human Services Department (CHHS) is responsible for administering the CDBG, HOME, and ESG programs in the City of Spokane's jurisdiction. CHHS is responsible for the development, implementation and administration of the consolidated plan and annual action plans.

All documents are available for public review on the City of Spokane's Website. Administration of CDBG and HOME Programs will continue regardless of the grant status and agreement with HUD for 2024 PY, to comply with federal regulations and requirements. The start date for PY 2024 will be July 1, 2024, for program administration of CDBG, HOME and ESG.

Consolidated Plan Public Contact Information

Please submit comments to the Community, Housing and Human Services Department via phone, email, or in-person.

Physical Location:
808 W. Spokane Falls Blvd
Spokane, WA 99201
Phone: (509) 625-6325
Email: spokanechhs@spokanecity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

CHHS partners with local service provider agencies, non-profit organizations, developers, emergency services entities, Spokane Housing Authority, healthcare organizations, local businesses, educational institutions, other local government entities, and with the Homeless Intervention Team to achieve the goals outlined in the consolidated plan. Community engagement and consultation are provided through conversations and meetings with stakeholders and members of the CHHS Board and Spokane Regional CoC.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Spokane City/County offers numerous emergency hotlines for people seeking resources. Washington 211 is a free and confidential service via an easy access phone number which individuals can call or text to receive information about health and human services from a trained Referral Specialist. Washington 211 can provide information about food subsidy applications, homeless housing pre-screenings, health and wellness support, utility/energy assistance, veteran services, legal resources, disaster and crisis support, transportation, free tax preparation, and veterinarian services. If an individual has a specific issue for which they need assistance, there are specialized hotlines for that assistance.

The YWCA offers a 24-hour domestic violence helpline where an advocate located at their safe shelter is prepared to help to discuss options, safety plans, and other community resources. Lutheran Community Services offers a 24-hour crisis line for survivors of sexual assault to seek out information about their options for medical care, healing, and legal services. Frontier Behavioral Health (FBH) offers a mental health or substance use condition disorder hotline called the 24-Hour Regional Crisis Line, which gives assessments to those in crisis whose health and/or safety are in crisis.

Frontier Behavioral Health has created a Behavioral Response Unit that responds exclusively to mental health calls. The Co-responders program pairs mental health professionals with first responders (Spokane Police Department, Spokane Fire Department, and the Spokane County Sheriff's Office) to provide immediate intervention and stabilization services to individuals with mental health and substance use disorders. Once it has been established that there is a behavioral health case, the mental health counselor and first responder approach the individual to determine the circumstances and discuss the best way that each co-responder can support the individual.

For more information, please review the Spokane Regional CoC 5-Year Strategic Plan to Prevent and End Homelessness. https://static.spokanecity.org/documents/ending-homelessness/about/2020-2025-strategic-plan-to-prevent-and-end-homelessness.pdf

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The current CoC governance structure was implemented in 2017 and was designed to connect a variety of sectors that intersect with homelessness with the intent of leveraging available resources and establishing common regional goals to decrease homelessness in the CoC's geographic region. The Governance Charter was updated in September 2022 to further broaden the experiences and resources brought to the CoC Board, and to clarify the role and responsibilities of Board members.

The CoC Board is comprised of more than 26 representatives, including people with lived homeless experience, homeless service providers, public housing, behavioral health and chemical dependency, workforce, healthcare, law and justice, advocates, veteran service providers, education, funders, landlords, child welfare, local business, and regional government. These representatives are system leaders who can make decisions that quickly change the way we address key challenges and be responsive to changing needs. There are also four standing committees (Executive, Planning and Implementation, CMIS and Evaluation, Funding and RFP), four workgroups (Communications, Data and Performance, Community Outreach, and Racial Equity), and seven population- and intervention-specific sub-committees: Youth Lived Experience, Youth Advisory Board, Veterans Lived Experience, Families Lived Experience, Single Adults Lived Experience, Equity and Diversion. These committees, workgroups, and sub-committees consist of board members, front-line staff, people with lived homeless experience, and experts that advise the CoC Board and help to guide the homeless crisis response system. While ESG program staff are not voting members of the Board, they attend the CoC Board meetings and actively participate in standing committee and subcommittee meetings.

Through the five-year strategic planning process for the CoC, the CoC Board and ESG program staff identified the funding priority for ESG funding in the Spokane Regional CoC. The ESG funding directly addresses the needs of homeless persons through the work of the Catholic Charities House of Charities project which receives no more than 40% of the ESG award granted to the City of Spokane. This project provides night-by-night housing and essential services for individuals experiencing homelessness. The project collaborates with the CoC's coordinated entry programs to identify long-term solutions for individuals engaged with the House of Charity. The second project funded through the ESG award is Catholic Charities Rapid Re-Housing Program for families. This program works with the CoC's coordinated entry program to rapidly re-house families who are experiencing homelessness or are at immediate risk of homelessness. Both projects address the needs of homeless individuals and families, or individuals and families at risk of homelessness.

For more information, please review the Spokane Regional CoC 5-Year Strategic Plan to Prevent and End Homelessness. https://static.spokanecity.org/documents/ending-homelessness/about/2020-2025-strategic-plan-to-prevent-and-end-homelessness.pdf

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Spokane is the Collaborative Applicant (CA) and the CMIS Lead for the Spokane Regional Continuum of Care. The CA/ESG program staff are the same staff and regularly work with the CoC on the plan to allocate ESG funds, and to report/evaluate ESG project performance. CMIS staff within the City of Spokane provide CoC/ESG staff with relevant data related to program performance and community need. The data provided by the CMIS Lead helps the CoC and ESG programs identify priority needs, make funding recommendations, and develop Consolidated Plan goals that guide investment of ESG funds. Through this process, ESG activities remain consistent with CoC homeless planning and the Consolidated Plan.

The CoC collaborates with the CoC Data and Analysis Committee to set performance measures and evaluate ESG outcomes to ensure compliance and identify poor performers. CoC and ESG funded projects are awarded and renewed using objective scoring criteria that includes project performance and outcomes (e.g. % exits to/retention of permanent housing, income growth, % returns to homelessness), utilization, spenddown rates, average vulnerability of households served, subpopulation served (i.e., veterans, chronic, family, youth) and projects' ability to provide specialized services for these subpopulations, using a housing first/low-barrier approach, and cost-effectiveness. Scoring criteria also includes consideration of results from ongoing monitoring of CoC and ESG projects, including a review of quarterly and annual performance, and compliance with applicable regulations, grant guidelines, and contractual requirements. Scores are based on CoC approved system and project level performance measures that include benchmarks which are specific to both project type and subpopulation.

Due to the close relationship between ESG and CA/CoC program staff, the ESG program is represented in CoC decision-making regarding the funding, policies and procedures and administration of the HMIS system in the Spokane Regional CoC. ESG/CA/CoC program staff meet regularly with the CMIS Lead and contribute to the yearly and long-term priorities of the CMIS Team.

For more information, please review the Spokane Regional CoC 5-Year Strategic Plan to Prevent and End Homelessness. https://static.spokanecity.org/documents/ending-homelessness/about/2020-2025-strategic-plan-to-prevent-and-end-homelessness.pdf

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Community, Housing, and Human Services Board
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CHHS Board approves funding priorities and provides funding recommendations to the Spokane City Council. CHHS staff work closely with the Board to discuss community needs for low- and moderate-income individuals.
2	**Agency/Group/Organization**	SPOKANE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	SHA assisted with the public housing sections of the Consolidated Plan and the 2024 Annual Action Plan. SHA works with the City to provide Tenant Based Rental Assistance and builds housing for previously homeless individuals.
3	**Agency/Group/Organization**	WA 502 Spokane Regional Continuum of Care Board
	Agency/Group/Organization Type	Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Consolidated Plan's strategy for addressing homelessness was co-developed with the CoC Staff as the CoC developed the 5-Year Strategic Plan to Prevent and End Homelessness. CDBG funding is awarded to projects in support of the priorities identified in the Consolidated plan that was developed in consultation with the CoC. For more information, please review the Spokane Regional CoC 5-Year Strategic Plan to Prevent and End Homelessness. https://static.spokanecity.org/documents/ending-homelessness/about/2020-2025-strategic-plan-to-prevent-and-end-homelessness.pdf
4	**Agency/Group/Organization**	Spokane County Housing and Community Development Department
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A member of Spokane County HCD Department serves as a voting member of the Spokane Regional CoC Board with the CHHS staff. Spokane County also participates in the City of Spokane CHHS Board. The CHHS Board is consulted regularly regarding the Consolidated Plan and the Annual Action Plan. The City of Spokane is part of the Spokane County Broadband Action Team and will be completing an ILA with the County to be on the board of BROADLINC, the County-wide PDA focused on broadband.

Identify any Agency Types not consulted and provide rationale for not consulting

CHHS consults with numerous community stakeholders to ensure resources are provided to citizens in need of public assistance. The list of organization listed above are representative of government agencies, service providers, educators, veteran services, schools, and public health. CHHS provides an inclusive opportunity for citizen engagement in all planning processes.

No major agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advance publication of meetings and opportunities to contribute.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Spokane Community, Housing and Human Services	The Consolidated Plan's strategy for addressing homelessness was co-developed with the CoC Staff as the CoC developed the 5-Year Strategic Plan to Prevent and End Homelessness. CDBG funding is awarded to projects in support of the priorities identified in the Consolidated plan that was developed in consultation with the CoC. For more information, please review the Spokane Regional CoC 5-Year Strategic Plan to Prevent and End Homelessness. https://static.spokanecity.org/documents/ending-homelessness/about/2020-2025-strategic-plan-to-prevent-and-end-homelessness.pdf

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Spokane is designated as an entitlement community by the Department of Housing and Urban Development (HUD). As such, the Community, Housing and Human Services (CHHS) Department is responsible for conducting administrative responsibilities related to the Community Development Block Grant Program (CDBG), Home Investment Partnership Program (HOME) and the Emergency Solutions Grant (ESG). Federal regulations mandate that each entitlement community must develop and adhere to a Citizen Participation Plan (24 CFR 91.105). The following document represents the process by which the CHHS Department will facilitate public involvement and communication relating to entitlement programs (CDBG, HOME and ESG).

OBJECTIVES

1. Provide guidance to the Spokane community that will promote and expand citizen participation in the Consolidated Planning Process
2. Provide citizens with an avenue for making public comment
3. Support transparent communication between CHHS and the Spokane community

CONTACT INFORMATION:

Citizens are encouraged to offer public comments at any time. To do so, please contact CHHS Department directly by emailing spokanechhs@spokanecity.org or calling (509)625-6325. If requesting a staff meeting, please allow two working days advance notice.

Citizens are encouraged to attend CHHS Board meetings held on the first Wednesday of every month from 4 to 6 PM (Spokane City Hall: City Council Briefing Center). The Board allows for public comment on items relevant to the CHHS Board during the first ten (10) minutes of each meeting.

CHHS will host regular Public Hearings to initiate a formal public comment process. Public Hearings will be held prior to the approval of each Consolidated Plan, Assessment of Fair Housing, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

Public Hearings may be held at Spokane City Hall or in other community facilities throughout the City of Spokane. Generally, CHHS will host one public hearing prior to the submission of each Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing (AFH). The second public

hearing will occur prior to the submission of the Consolidated Annual Performance and Evaluation Report (CAPER). CHHS will publish a notice prior to each public hearing according to the adopted Citizen Participation Plan. Notice may appear in the Spokesman Review, CHHS website, through neighborhood councils, email distribution, and City of Spokane social media.

Citizens will have 30 calendar days (15 calendar days for the CAPER) to submit public comment to CHHS for review and consideration. All public comments will be reviewed and considered prior to publishing the final plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community				
2	Newspaper Ad	Non-targeted/broad community				
3	Internet Outreach	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	3,126,340	413,440	0	3,539,780	0	These are estimates at the time of public comment. Actual annual allocation and Program Income is unknown at this time.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,409,280	185,000	0	1,594,280	0	These are estimates at the time of public comment. Actual annual allocation and Program Income is unknown at this time.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	277,996	0	0	277,996	0	These are estimates at the time of public comment. Actual annual allocation and Program Income is unknown at this time. ESG has separate public notice procedures.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The HOME Program will meet basic match requirements at a program level for tenant-based rental assistance, and development of affordable rental units. Match is generated when affordable rental unit development is financed with permanent investments of non-federal, non-owner funds. Additionally, the City of Spokane will utilize local revenue from the Sales and Use Tax for Affordable Housing and Supportive Services to meet the federally required HOME match requirements.

The City of Spokane partners with the Washington State Department of Commerce for funding to address homelessness. Washington State Department of Commerce funding sources are used to leverage goals outlined in the WA 502 CoC 5-Year Strategic Plan to Prevent and End Homelessness.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Spokane supports multiple partner agencies operating in publicly owned facilities. Support for these facilities will remain throughout the duration of this Annual Action Plan. The City of Spokane will continue to seek out partnerships with new and experienced affordable housing developers, and provide technical assistance, so that developers may acquire or rehabilitate properties that expand affordable housing within our community.

The CHHS Department owns several parcels which are currently being scrutinized for sale or programming into affordable housing projects.

Discussion

All funding allocations will meet basic eligibility requirements as noted in the Code of Federal Regulations. Funds will support activities that serve the needs of low- and moderate-income individuals and families. For more information regarding the eligible use of these funds, please contact the Community, Housing and Human Services Department at spokanechhs@spokanecity.org.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Stability	2020	2024	Affordable Housing		Improve affordable housing access & availability	CDBG: $1,424,021	Homeowner Housing Rehabilitated: 230 Household Housing Unit
2	Community Based Social Services	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development		Community based social service programming	CDBG: $1,758,512	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5 Persons Assisted Businesses assisted: 180 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Stability
	Goal Description	This goal will fund the following Housing Stability activities: Single Family Rehabilitation: $1,624,021 (Allocation: $924,021, Revolving Loan Fund: $700,000) Minor Home Repair: $500,000 Grand total for this goal: $2,124,021

2	**Goal Name**	Community Based Social Services
	Goal Description	This goal will fund the following Public Service activities: CHAS - Dental Voucher Clinic: $75,000 West Central Community Center - Youth Development: $35,000 YWCA – Behavioral Health Services: $58,935 Northeast Youth Center – Youth Program: $55,541 Women & Children Free Restaurant – Food Bank: $65,000 Partners with Families and Children: $86,574 Our Place – Food Bank: $70,402 Lutheran Community Services Northwest – Social Services: $84,515 Sub total: $530,967 This goal will fund the following Public Facility Improvements: Northeast Community Center – Walkway Cover: $120,000 The Salvation Army Food Bank – Facility Expansion: $456,000 Family Promise – Facility Improvements: $51,921 Catholic Charities - St. Margaret's Shelter Improvements: $102,943 Excelsior – Roof Replacement: $253,500 Sub total: $984,364 This goal will fund the following Economic Development projects: Hispanic Business & Professionals Association/Nuestras Raices Centro Community - Sin Miedo al Exito! (Success with Confidence) $66,181 Spokane Neighborhood Action Partners – Financial Access: $150,000 Sub total: $216,181 Grand total for this goal: $1,731,512

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	Public Services for 2024 Program Year
2	Public Facility Improvements 2024 PY
3	Homeowner Housing Affordability Programs
4	Economic Development - Micro Enterprise

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Public Services for 2024 Program Year
	Target Area	
	Goals Supported	Community Based Social Services
	Needs Addressed	Community based social service programming
	Funding	CDBG: $530,967
	Description	Public Service Activities to include: CHAS - Dental Voucher Clinic West Central Community Center - Youth Development YWCA – Behavioral Health Services Northeast Youth Center – Youth Program Women & Children Free Restaurant – Food Bank Partners with Families and Children Our Place – Food Bank Lutheran Community Services Northwest – Social Services Names and addresses below.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 13,802 low- and moderate-income persons will benefit from Public Service Activities that provide for: health services, youth services, victim services, childcare services, and food banks.

	Location Description	Organization Addresses are provided below (services may not be at the same address if they are mobile): CHAS Dental Health 611 N Iron Bridge Way Spokane, WA 99202 West Central Community Center Youth Development & Recreation Program 1603 N Belt St Spokane, WA 99201 YWCA 930 N Monroe St Spokane, WA 99201 Northeast Youth Center 3004 E Queen Ave Spokane, WA 99217 Women & Children Free Restaurant 1408 N Washington St Spokane, WA 99201 Partners with Families and Children 106 W Mission Ave Spokane, WA 99201 Our Place Food Bank 1509 E College Ave Spokane, WA 99201 Lutheran Community Services Northwest 210 W Sprague Ave Spokane, WA 99201

	Planned Activities	Serving low- and moderate-income people and households with the following services: Food security: Our Place, Women & Children Free Restaurant Victim Services: Lutheran Community Services Northwest, YWCS, Partners with Families & Children Community Center programs: West Central Community Center, Northeast Youth Center Dental vouchers: CHAS
2	**Project Name**	Public Facility Improvements 2024 PY
	Target Area	
	Goals Supported	Community Based Social Services
	Needs Addressed	Community based social service programming
	Funding	CDBG: $984,364
	Description	Public Facility improvements to include: Northeast Community Center – Walkway Cover The Salvation Army Food Bank – Facility Expansion Family Promise – Facility Improvements Catholic Charities – St. Margaret's Shelter Improvements Excelsior – Roof Replacement Names and addresses below.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	No applicable to Public Facility Projects. Area-wide benefit is used rather than beneficiary counts to gain eligibility.

	Location Description	Location of Public Facility Improvements:: Northeast Community Center 4001 N Cook St Spokane, WA 99207 The Salvation Army Food Bank 222 E Indiana Ave Spokane, WA 99207 Family Promise 2002 E Mission Ave Spokane, WA 99202 Catholic Charities – St. Margaret's Shelter 12 E 5th Ave Spokane, WA 99202 Excelsior Wellness 3754 W Indian Trail Rd Spokane, WA 99208
	Planned Activities	Improvements to these Public Facilities varies. Included are ADA improvements, Food Bank expansion, HVAC improvements, and roof replacement.
3	**Project Name**	Homeowner Housing Affordability Programs
	Target Area	
	Goals Supported	Housing Stability
	Needs Addressed	Improve affordable housing access & availability
	Funding	CDBG: $1,424,021
	Description	Homeowners will gain housing stability through grants for Minor Home Repairs or low-interest loans for Single Family Rehabilitation projects.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 200 low- and moderate- income households will gain Minor Home Repair grants and 30 low- and moderate-income households will gain Single Family Rehab loans.

	Location Description	Various locations throughout the City of Spokane. Program Management Spokane Neighborhood Action Partners (SNAP) 3102 W Whistalks Way Spokane, WA 99224
	Planned Activities	Minor Home repair grants will be provided to qualified households. Single Family Rehab loans will be provided to qualified households who are able to enter into a loan agreement.
4	**Project Name**	Economic Development - Micro Enterprise
	Target Area	
	Goals Supported	Community Based Social Services
	Needs Addressed	Community based social service programming
	Funding	CDBG: $216,181
	Description	Micro Enterprise assists low- and moderate-income entrepreneurs to do a business plan and may provide loans for start-up or expansion.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 180 low- and moderate-income people will gain access to services
	Location Description	Hispanic Business & Professionals Association/Nuestras Raices Centro Community 1214 E Sprague Ave Spokane, WA 99202 Spokane Neighborhood Action Partners – Financial Access 500 S Stone St Spokane, WA 99202
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Spokane has identified six separate target investment areas. These areas are: Downtown, Sprague Union, Kendall Yards/North Bank, West Plains/Airport, The YARD, and University District. While the City of Spokane is not specifically targeting any of these areas for entitlement funding, residents in all of these target investment areas may see benefits resulting from projects funded in this Action Plan.

Interested individuals may learn more about the City of Spokane Target Investment Areas by following this link: https://my.spokanecity.org/economicdevelopment/target-areas/

The City of Spokane offers multiple incentive programs that promote economic vitality and the development of housing for all levels of income. To learn more about these incentives, please visit: https://my.spokanecity.org/economicdevelopment/incentives/

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

NA

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The HOME Program supports affordable housing development. HOME projects that provide new units is preferred, however rehab of existing rental units is eligible, as is acquisition of existing rental units. Projects may include set aside units for homeless, seniors, and special needs populations. Tenant based rental assistance will be provided by HOME ARP funds to one or more organizations to assist low- and moderate-income renters who qualify. CDBG also contributes to rehab of existing units through the Single-Family Rehab Program. Estimated numbers of households will be updated prior to submission of the 2024 Annual Action Plan to HUD.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	10
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Applicants for CDBG and HOME will provide details on their development applications to inform CHHS, and then CHHS will set goals for households to be supported.

AP-60 Public Housing – 91.220(h)

Introduction

Spokane Housing Authority (SHA), which began in 1972 as the Housing Authority of the City of Spokane, is now a multi-jurisdictional agency serving many cities and six counties in Eastern Washington. The partnership between SHA and the City of Spokane continues to provide affordable housing for thousands of households. SHA is governed by a seven-member Board of Commissioners to include one "directly assisted Commissioner" and six commissioners appointed by the following: Two (2) individuals appointed by the mayor of the city of Spokane, two (2) individuals appointed by the City Council of the City of Spokane Valley, and two (2) individuals appointed by the Spokane County Commissioners. Each member serves a five-year term of office, with terms rotating in such a manner that one appointment is made each year. The Board has full authority in the establishment of SHA policies, long-term direction, and oversight of programs that accomplish the Agency's mission.

Actions planned during the next year to address the needs to public housing

Spokane Housing Authority has always had an extremely small public housing program. Initially, just 125 total public housing units were in SHA's inventory. In 2015, SHA was given permission to move forward with a Rental Assistance Demonstration (RAD) Program portfolio project to divest its public housing inventory.

As of November 1, 2019, the Spokane Housing Authority (SHA) no longer owns or operates Public Housing units. SHA has utilized HUD's Rental Demonstration Program (RAD) to convert all Public Housing units to project-based housing vouchers under the Housing Choice Voucher program. This process began in 2016 with the conversion of 50 public housing units at the Parsons Apartments and was completed in November of 2019 with the conversion of 74 scattered site properties that represented the remaining public housing units operated by the Housing Authority.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Spokane Housing Authority has no remaining public housing units.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. The Spokane Housing Authority is designated as a high performer.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Spokane City/County Continuum of Care, in support of the 2020-2025 Strategic Plan to End Homelessness, will focus on action steps aimed at obtaining the following objectives: quickly identifying and engaging people experiencing homelessness; prioritization of homeless housing for people with the highest needs; effective and efficient homeless crisis response housing and services that swiftly move people into stable permanent housing; a projection of the impact of the fully implemented local plan on the number of households housed and the number of households left unsheltered, assuming existing resources and state policies; and address racial disparities among people experiencing homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In an effort to reach out to the unsheltered population, the community has implemented a number of street outreach initiatives. The City of Spokane's CHHS Department works with other City entities such as Code Enforcement and Police to support the Homeless Street Outreach Team, a collaboration between homeless housing providers, coordinated assessment, and mental health providers to identify and provide outreach to individuals occupying homeless encampments. This interagency collaboration includes both city-funded street outreach teams and a PATH-funded outreach team for homeless individuals with mental illness and provides a pipeline for housing and support services to the chronically homeless unsheltered population in our community.

The City of Spokane has identified the need for additional investment in street outreach in the next year and has targeted these funds to both expand the capacity of existing efforts and to facilitate better alignment of services between City-, PATH-, SSVF-, RHY-, and STR Opioid Crisis-funded Street outreach teams. This new street outreach collaborative meets on a bi-weekly basis to case conference common clients and coordinate outreach services to ensure 100% geographic coverage of the jurisdiction and that clients are matched to the appropriate service provider. **Addressing the emergency shelter and transitional housing needs of homeless persons**

The CoC identified the need to provide emergency response to families and individuals who are homeless, and recognized the continued need for shelter beds to be available when a person is unsheltered. Although the CoC is moving towards providing permanent, rather than temporary, housing options, there are some subpopulations, such as youth, pregnant/parenting young adults, households fleeing domestic violence, clients exiting institutions, and families with children involved with the child

welfare system, who continue to benefit from a supportive transitional housing program.

The jurisdiction's goal is to operate a comprehensive shelter system that meet the needs of all households regardless of composition and quickly transition households from homelessness back into permanent housing. Currently the shelter system includes programs to serve the specific needs of homeless adult men, adult women, unaccompanied youth, and households with children.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The jurisdiction's coordinated entry process includes access to diversion programs to prevent individuals and families with children from entering the crisis response system. Prevention of homelessness is achieved through diversion interventions by assisting households with gaining access to personal and community resources, and when applicable, providing small grants to households to cover expenses that when unpaid would lead to homelessness.

ESG is funding rapid re-housing for families and emergency shelter operations for individuals. Households who present as chronically homeless with very high barriers are placed directly into available PSH units or available bridge housing currently available for families. The Way-Out Center was opened in 2021 to include emergency shelter and transitional/bridge housing for chronic single adults.

The Supportive Services for Veteran Families (SSVF) program provides an essential resource for Veterans and their families who are homeless or at risk of homelessness. SSVF provides intensive outreach, housing search and placement, and continued case management for this population. For Veterans who need more intensive housing services, Spokane Housing Authority (SHA) has a successful partnership with the Veterans Administration to provide VASH vouchers to homeless veterans. All referrals are made through the VA, who also provides complete wrap-around supportive services. Veterans that are not eligible for these programs are prioritized for placement in PSH dedicated to chronically homeless veterans.

The Youth Homelessness Demonstration Project (YHDP) from provided the jurisdiction with an essential new resource for the provision of rent assistance, transitional housing, street outreach, and case management for young adults ages 18 through 24. YHDP provides young adults with housing search assistance, temporary rental assistance, and case management as well as access to transitional or interim housing during the housing search process for youth with the highest barriers. The Youth Subcommittee of the CoC and the Youth Advisory Board evaluated the effectiveness of the joint TH-RRH project under YHDP and determined that both components need to be operated by the same agency.

These efforts shorten the time families and singles are homeless and increase their stability for permanent housing.

HOME Tenant-Based Rental Assistance, granted to Spokane Housing Authority, continues to be a critical tool in achieving permanent housing for families and individuals experiencing homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The jurisdiction works with the following housing and health care partners on the implementation of an integrated care program: Empire Health Foundation, Providence Health Care, Community Health Association of Spokane, and Volunteers of America. The program strives to ensure eligible homeless clients are not discharged from in-patient hospital care or emergency room visits onto the streets. The Spokane County Regional Behavioral Health Division (SCRBH) is responsible for all community-based mental health services for inpatient and outpatient care services. Eastern State Hospital works in conjunction with Frontier Behavioral Health Outreach Team, Spokane County Supportive Living Program, and Behavioral Health Options. These programs work with the clients and the outpatient mental health provider to create a plan for housing and continued services.

The CoC has ensured that its members have written procedures to address discharge planning of youth exiting foster care. The Department of Children, Youth, and Families procedures provide for Independent Living Services and require an Independent Living Plan to assist the youth toward a successful transition to adulthood. Local DCYF Social Workers and other community stakeholders work with youth as they near 18 to establish an Independent Living Program (ILP) to guide the services and housing assistance until they are 21.

Airway Heights Corrections facility and the local jail works with Pioneer Human Services who operates a 55-bed work release facility for women and an 80-bed work release facility for men. A formalized discharge plan, in which housing is a requirement, is created for each client as they discharge from these facilities.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Spokane is facing growing housing challenges that include low vacancy and increasing prices. Housing affordability is critical for all residents to thrive and is the foundation of a vibrant and resilient community. The City of Spokane is working to address barriers to affordable housing by implementing a plan to address all aspects of housing choice. The City partners with the Washington State Department of Commerce, Spokane County, to increase access to housing within the region.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In 2019, the Washington Legislature passed E2SHB 1923 to increase residential capacity in cities across Washington. The bill emphasizes the need to increase housing supply for all income levels, and encourages cities to prioritize the creation of affordable, inclusive neighborhoods. The City of Spokane received a grant from the Washington Department of Commerce to develop a local housing action plan focused on infill housing and housing choice, safe and quality housing, affordable housing construction, and re-housing for those experiencing homelessness.

In July 2021, the City adopted its Housing Action Plan (HAP) to help increase housing options that are affordable and accessible for people and families of all incomes. The HAP provides a strategic approach to address current and future housing needs of the Spokane community and builds upon previous initiatives around infill development, housing quality, and affordable housing funding.

Priorities of Spokane's Housing Action Plan:

- Increase housing supply, options, and affordability for all incomes. This includes strategies to support the availability of housing options and encourage the construction of both affordable and market-rate housing.
- Preserve housing affordability and quality to help people thrive where they live. This priority highlights the connections between housing affordability and quality to preserve and enhance existing housing throughout Spokane and support residents in every neighborhood.
- Enhance equitable access to housing and homeownership. This priority seeks to understand and consider the historic context that has contributed to patterns of inequity and encourages the City to break down barriers to accessible housing.
- Leverage and grow partnerships to support housing initiatives across the region. This priority encourages local and regional partnerships to address the many housing challenges faced by the

community and across the greater region.

Following its adoption in 2021, the Spokane City Council identified potential steps in the HAP and developed a commitment for action. The summary of strategies below outlines Council's intentions to move forward with an understanding of the critical shortage of residential housing.

Summary of Strategies:

- Land use changes to support increased density using infrastructure priorities
- Support for rapid development of accessory dwelling units using infrastructure priorities
- Financial incentives for rapid development of attainable housing using infrastructure priorities
- Administrative reform and resources for rapid development of housing
- Additional support of rental housing market
- Housing equity strategies

For more information regarding the Housing Action Plan and other planning efforts related to housing, please visit:https://my.spokanecity.org/housing/spokane-housing-action-plan/

Discussion:

Citizens are encouraged to participate in the planning efforts as the City of Spokane responds to the growing housing needs within our community. For more information about how citizens can participate in this discussion, please visit: https://my.spokanecity.org/housing/spokane-housing-action-plan/

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions are intended to align with the needs and goals identified in the 2020 – 2024 Consolidated Plan. The Community, Housing and Human Services Department will remain adaptive and ready to serve as needs arise and the response system must be tailored to meet community needs.

Actions planned to address obstacles to meeting underserved needs

The City of Spokane will continue to engage with partner and local agencies to ensure unmet and changing needs within our community are addressed. Citizens are encouraged to engage in public processes to support the needs and goals identified in this Annual Action Plan.

1. Improve affordable housing access & availability.
2. Community based social service programming.

Actions planned to foster and maintain affordable housing

Given the high demand for affordable housing, the City of Spokane recognizes the importance of fostering affordable housing development and maintaining existing affordable housing stock. The City of Spokane also provides Tenant Based Rental Assistance, when possible, to extremely low-income/homeless families to create affordable housing options at market rate rental housing located across the City of Spokane. The City of Spokane fosters relationships with both for-profit and nonprofit housing developers when soliciting HOME Multifamily Housing Program funding proposals. The City of Spokane offers developers the opportunity to leverage limited City of Spokane HOME funding with Low-Income Housing Tax Credits, housing bonds, Washington State Housing Trust Fund dollars, and Federal Home Loan Bank grants. Typically, City of Spokane HOME funds account for only a fraction of the total cost but deliver large projects providing many long-term affordable rental housing units.

The City of Spokane maintains its HOME investment in affordable housing by monitoring rental housing occupancy and physical condition over HUD's minimum compliance periods required by 24 CFR 92.254. The City of Spokane reserves the right to impose an additional 10-year local compliance period to retain these rental units as affordable housing available to low-income households. The City of Spokane grants and loans CDBG funds to repair low-income owner-occupied homes enabling existing homeowners to enjoy a safe and healthy home that they can afford to operate and maintain. The City of Spokane plans to address foreclosed, abandoned, and derelict properties by acquisition and/or renovation to create affordable homeownership opportunities.

The CHHS Department has set a goal to utilize the Community Housing Development Organization (CHDO) set asides from 2018 through 2023 to encourage the development of a CHDO agreement and funding of affordable housing using CHDO reserves as soon as possible. Those projects will provide an

additional opportunity to comment, outside of the annual action plan and will become substantial amendments, to be announced in the following year.

Actions planned to reduce lead-based paint hazards

Spokane's Single-Family Rehabilitation and Multifamily Housing programs are active in identifying and repairing lead-based paint hazards in eligible owner and renter housing. HUD Title X and EPA Renovator (RRP) requirements are integrated into CDBG and HOME funded programs that rehabilitate housing units constructed prior to 1978. Typical lead hazard control begins with an XRF lead inspection to guide the scope of work. Certified workers complete lead hazard control work in compliance with HUD's Title X and EPA RRP regulations. These projects typically include wet scraping, painting, eliminating friction/impact surfaces, mulching bare soil, and cleaning to Clearance. Each rehabilitated housing unit will achieve clearance as part of project completion, as proscribed by HUD's Title X regulation.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategies are implemented through the following established goals of the Consolidated Plan. The CDBG and HOME program are the principal funding sources targeted at reducing the number of poverty-level families, but the ESG program also seeks to stabilize families and individuals at-risk of becoming homeless or experiencing homelessness. Importantly, the resource management responsibilities of these programs provide staff of the Department of Community, Housing and Human Services an opportunity to facilitate coordination among a range of social and housing programs, operated by other City of Spokane departments, governmental agencies, and the nonprofit community, that together enhance the opportunities to reduce poverty for families.

CDBG program resources are targeted to meet the community development, infrastructure and economic opportunities needs in the community. Public services activities include programs for stabilizing families, while the housing rehabilitation program reduces and stabilizes low- and moderate-income homeowner's housing expenses. CDBG public services activities, such as the housing counseling program and the rental assistance case management program, assist low- and moderate-income families on the edge of poverty to help them to economic security.

HOME program resources are allocated to address the needs for safe, affordable housing. Program activities that are designed to reduce housing expenses and offer the opportunity to help move families out of poverty are tenant-based-rental assistance and the multifamily development program, which maintains and expands affordable housing. These rental support programs help provide economic stability to the households assisted and are key to the goal of reducing the number of families facing poverty.

Actions planned to develop institutional structure

New leadership at the City of Spokane is focused on developing the institutional structure to administer

CDBG and HOME Programs. Consistent applicant workshops and consistent timelines are being produced to provide predictability and encourage public participation on all plans and funding recommendations. The Department of Equity and Inclusion has developed a tool for departments to use to ensure there is no implicit bias within plans or funding recommendations. Compliance with regulations is high priority, along with timeline expenditures and reporting.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has established several cooperative partnerships and collaborations with public and supportive housing providers, private and government health, local government, mental health and social service agencies to address its priority needs and will continue to do so.
Examples include:

- Multi-family Housing: the City of Spokane works closely with Spokane County, the WA State Department of Commerce, and the WA State Housing Finance Commission to coordinate the funding, development and monitoring of multi-family housing units funded through the HOME program.
- Tenant-Based Rental Assistance: the City is seeking partners to administer TBRA with the HOME ARP Program.

The City of Spokane is the lead agency and the Collaborative Applicant for the Spokane/Regional Continuum of Care. The City of Spokane coordinates a number of homelessness reduction system-wide strategies involving both public and private agencies such as Coordinated Assessment, Housing First, Permanent Supportive Housing, Transitional Housing, and Rapid Re-housing through the Continuum of Care.

Discussion:

The City of Spokane affirmatively furthers fair housing in all funded projects and activities. CHHS is trained in fair housing to assist with understanding, identifying, and reporting fair housing concerns to Northwest Fair Housing Alliance, The Washington State Human Rights Commission and HUD Fair Housing and Equal Opportunity Department. The City of Spokane has a Human Rights Commission that provides oversight to any concerns brought to them, assisting with referrals to agencies who can assist people concerned about equal rights and fair housing in City programs. Northwest Fair Housing Alliance is updating the City's Fair Housing Plan and it will be adopted prior to the beginning of the 2024 Program Year.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

See narratives below for additional information about the Community Development Block Grant Program (CDBG), HOME Program, and Emergency Solutions Grant Program (ESG).

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

Spokane does not plan to directly use other forms of investment beyond those listed in 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   HOME regulation 92.254 describes qualifications of homeownership activities as affordable housing. City of Spokane has not budgeted HOME funds for homeownership activities. The City of Spokane retains written agreements used in a previous homeownership program. These agreements include a recapture provision triggered if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This loan provision limits recaptured funds to net proceeds available from the sale rather than the entire HOME investment. The City's Single Family Rehabilitation program uses this same loan recapture provision which limits recaptured funds to net proceeds of a sale. Consequently, the City is not required to repay HUD should any sale, short sale, foreclosure, involuntary sale, etc. of a program-assisted home provide insufficient funds to fully repay the amount of loaned HUD funding.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   HOME regulation 92.254(a)(4) describes the minimum HOME period of affordability based upon the amount of HOME homeownership assistance. The City of Spokane has not budgeted HOME funds for homeownership activities. The City previously established maximum HOME assistance for each homebuyer transaction and that HOME assistance required a 10-year period of affordability. Earlier homeownership assistance loan documents provided some debt forgiveness over the 10-year HOME affordability period. All City homeownership assistance written agreements included a recapture provision that triggered repayment if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This recapture provision limits recaptured funds to any net proceeds available from the sale rather than the entire HOME investment.

   Similarly, HOME-funded affordable rental housing projects include acquisition, new construction, and/or renovation trigger minimum periods of affordability per 24 CFR 92.252(e). New construction projects are always subject to the regulation's 20-year affordability period but acquisition and/or rehab projects commonly trigger a 5, 10, or 15-year HOME affordability period. The City of Spokane reserves the right to impose additional years of affordability that will run concurrently with the HOME affordability period. These City-imposed affordability periods are described further in the HOME Multifamily Housing Program Description and agreements.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is

rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

HOME funds will not be used to refinance existing debt secured by housing that is being rehabilitated with HOME funds under 24 CFR 92.206(b). However, HOME funds may be used to pay off principal and interest of a construction loan, bridge financing loan, or guaranteed loan as provided under 24 CFR 92.206(g).

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   A portion of HOME ARP funds will be used to provide TBRA and will be available to all qualified populations as required by HOME ARP regulations.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   HOME ARP does not allow preference for the use of TBRA.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   The Emergency Solutions Grant funds, in conjunction with additional funding sources, are currently funding Coordinated Assessment Initiatives through rapid re-housing, and shelter activities. The attached program standards have been developed with community feedback, based on the feedback from CoC programs administering these funded activities. The standards continue to consider the smaller resources and even greater targeting needed for ESG. These standards are included in program specific guidelines for all ESG funded programs.

2. If the Continuum of Care has established centralized or coordinated assessment system that

meets HUD requirements, describe that centralized or coordinated assessment system.

Households seeking homeless assistance can access services through the Spokane Continuum of Care's Coordinated Assessment (CA) system. The local CA system operates two portals to better meet the disparate needs of different household types. Households with minor children are served through Homeless Families Coordinated Assessment (HFCA) system, which coordinates all family homeless service programs to provide prevention and rapid re-housing assistance in addition to placement in interim, transitional, and permanent supportive housing, if applicable. The program utilizes the Service Prioritization Decision Assistance Tool (VI SPDAT) to assess families for appropriate housing and service interventions based on vulnerability rather than a first come first serve model. The VI SPDAT provide a consistent way of assessing households across the Continuum of Care and assists HFCA in connecting families with an appropriate housing intervention based on their level of need.

Households without children can access services through the Singles Homeless Coordinated Assessment (SHCA) System. SHCA operates as a decentralized assessment system with a lead agency to facilitate the training and coordination of assessment sites. SHCA also uses the SPDAT tool to provide common outcome data and measurable results. Once the appropriate assessment is completed in HMIS, a housing referral can be made to the appropriate housing track based on the household's vulnerability and desired housing intervention.

Households may access the program through one of two entry points:

1. By walking into either the HFCA or SHCA program offices for an assessment; or
2. Through targeted outreach and screening with a partnering service provider such as an emergency shelter or street outreach program.

Providers primarily serving victims of domestic violence, dating violence, sexual assault, and stalking are required to comply with the VAWA final rule and the locally adopted VAWA Written Standards, including Emergency Transfer Plan.

The CA system has been developed in accordance with the HUD Continuum of Care Regulations. Participation in this system is mandatory for ESG and CoC grantees.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

As the CoC Collaborative Applicant, the City of Spokane works with the Continuum of Care Governance Board and Community Housing and Human Services Board (CHHS), to determine priorities for homeless funding. The Request for Proposals (RFP) for ESG funding is published on the City of Spokane's website, in the local newspaper, is sent to an email distribution list of private non-profit organizations, homeless provider groups and to faith-based groups, and to the Homeless

Coalition. During the application process for homeless funding, the RFP and Evaluation Committee of CoC reviews applications and makes funding recommendations to CoC Governance Board. The CoC Governance Board then makes funding recommendations to the Spokane City Council. Once the City Council reviews and approves the recommendations, CHHS begins the contracting process with subrecipients. Following the execution of contracts, CHHS continues to monitor and support the subrecipients through the end of the contract term.

Applicants eligible to apply for ESG funds include:

- City or County governments
- Public and private nonprofit organizations (501(c)(3)
- Private for-profit organizations or individuals may implement certain economic development, low-income housing rehabilitation and microenterprise activities
- Faith based organizations

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The City of Spokane currently meets the homeless participation requirement detailed in 24 CFR 576.405(1) through formerly homeless individuals' membership on the Community, Housing and Human Services Board subcommittees, Continuum of Care Governance Board, and the CoC RFP and Evaluation Committee. These committees are responsible for recommending policies and making funding decisions.

5. Describe performance standards for evaluating ESG.

   All programs funded through ESG are evaluated for performance quarterly. Data for these evaluations is pulled from the Community Management Information System. In addition, all ESG funded programs are required to ensure CMIS data quality by the 5th of each month. Programs funded for rapid re-housing are measured by the percentage of households exiting to permanent housing, the percentage of households with increased income at exit, and the average length of time from identified eligibility to being housed. Programs funded for emergency shelter operations are required to enter universal data into the CMIS system and record entry and exit dates. In addition, these programs are measured by the percentage of households who exit from the emergency shelter into permanent housing, the average length of time individuals are homeless in emergency shelter, average length of time between enrollment and clients' date of engagement.

Citizens with additional questions regarding the CDBG, HOME and ESG Programs are encouraged to contact the Community, Housing and Human Services Department (CHHS) for additional information.

CHHS Contact Information:

- Email to CHHS at spokanechhs@spokanecity.org
- Phone CHHS at 625-6325
- Attend a Public Hearing and make comment directly to the CHHS Board
- Visit CHHS at Spokane City Hall at 808 W. Spokane Falls Blvd, Spokane, WA 99201

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	RES 2024-0037
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	SPENCER X6097
Contact E-Mail	SGARDNER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE JBINGLE ZZAPPONE
Agenda Item Name	0650 - 2024-2025 PLAN COMMISSION WORK PROGRAM

Agenda Wording

Regular update to the Plan Commission Work Plan

Summary (Background)

City Council regularly approves updates to the Work Plan to provide direction to the Plan Commission on work items that should be addressed by the work of Plan Commission. Items on the Work Plan include the annual Comprehensive Plan Work Program, as well as additional studies and code amendments.

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

Amount		**Budget Account**
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ORLOB, KIMBERLY		
Legal	RICHMAN, JAMES		
For the Mayor	JONES, GARRETT		

Distribution List	
	smacdonald@spokanecity.org
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amccall@spokanecity.org	rbenzie@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	4/8/24
Submitting Department	Planning and Economic Development
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org
Council Sponsor(s)	Kitty Klitzke, Jonathan Bingle, and Zack Zappone
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 mins
Agenda Item Name	2024-2025 Plan Commission Work Program
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	City Council regularly approves updates to the Work Plan to provide direction to the Plan Commission on work items that should be addressed by the work of Plan Commission. Items on the Work Plan include the annual Comprehensive Plan Work Program, as well as additional studies and code amendments.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: 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 ☐ One-time ☐ Recurring ☒ 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?

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? The municipal code requires that Council adopt a work program for Plan Commission on a regular basis.

RESOLUTION NO. 2024-0037

A RESOLUTION establishing the Plan Commission Work Program for 2024/2025

WHEREAS, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

WHEREAS, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

WHEREAS, the City Council and the Plan Commission met on 22 February, 2024 to review and discuss the proposed Plan Commission 2024/2025 Work Program;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Plan Commission 2024/2025 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2024/2025.

BE IT ALSO RESOLVED that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the President of the Plan Commission, the Planning Director, and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

Adopted by the City Council this ____ day of _____, 2024.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Attachment A 2024-25 Plan Commission Work Program Priorities		
Project Name	**Start/Status**	**Plan Commission Review**
State-mandated development code and comp plan updates		
HB 1110 follow-up work	Q2-2024	Q3-2024
HB 1337 ADU updates	Q3-2024	Q4-2024
HB 1220 (see housing availability item in Comp Plan below)	N/A	N/A
HB 1293 Design standards updates	Q2-2024	2025
HB 1181 (see Climate Planning item in Comp Plan below)	N/A	N/A
SB 5290 Permit Review updates	Q1-2024	Q4-2024
Middle Housing code follow-up/cleanup	Q1-2024	Q3-2024
Residential design standards updates	Q2-2024	Q3-2024
Shoreline Master Program - Vegetation (Donna)	Q2-2024	Q3-2024
2026 Comprehensive Plan update		
Levels of service / Capital Facilities Planning	Q2-2024	2025
Study of housing availability at various income levels	Q2-2024	2025
Climate planning	In Progress	2025
Centers and Corridors (C&C work plan item below)	N/A	2025
Development of growth alternatives/EIS process	Q2-2024	2025
Paper Cuts	Ongoing	Ongoing
Review of PC Rules and Procedures, and composition of subcommittees	Q1-2024	Q2-2024
Bicycle route map updates and prioritization	In Progress	TBD
Pacific Avenue Greenway	In Progress	Q3-2024
Transportation Impact Fee updates	Q2-2024	Q3-2024
Subarea planning		
East Central	In Progress	2025
West Central	Q3-2024	2025
Hillyard	In Progress	Q3-2024
South Logan Implementation work	Q1-2024	Q3-2024
Manufactured Housing updates	TBD	TBD
Division Corridor T.O.D. Study (incl. North Town)	In Progress	TBD
Center and Corridors Policy and Code Evaluation		
C&C short term policy/code updates	In Progress	Q3-2023
C&C long term policy/code updates	In Progress	2025
Home-based occupation update	TBD	TBD
Expand legacy business rules to allow for expansion	TBD	TBD
Neighborhood mixed use	TBD	TBD
20 Year - Water Capital Facilities Element Update	In Progress	TBD
20 Year - Sewer Capital Facilities Element Update	TBD	TBD
Neighborhood Plans		
Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman	TBD	TBD
2024-25 Mandated / Annual Projects		
6-Year Transportation Program Update - Consistency Review	In Progress	Q3-2024
6-Year City-Wide Capital Program Update - Consistency Review	In Progress	Q3-2024
2024 Annual Comp Plan Amendments	In Progress	Q3-2024
2025 Annual Comp Plan Amendments	Expect suspension	Expect suspension
Notes:		
Spokane County Urban Growth Area Mandatory Review - 2025		
WA State Periodic Comprehensive Plan Update - June, 2026		
Next WA State Shoreline Program Update - June, 2030		

RES 2024-0037 (ZAPPONE AMENDMENT)(04-19-24)

Strike Attachment A and insert the attached chart in its place.

Attachment A 2024-25 Plan Commission Work Program Priorities		
Project Name	**Start/Status**	**Plan Commission Review**
State-mandated development code and comp plan updates		
HB 1110 follow-up work	Q2-2024	Q3-2024
HB 1337 ADU updates	Q3-2024	Q4-2024
HB 1220 (see housing availability item in Comp Plan below)	N/A	N/A
HB 1293 Design standards updates	Q2-2024	2025
HB 1181 (see Climate Planning item in Comp Plan below)	N/A	N/A
SB 5290 Permit Review updates	Q1-2024	Q4-2024
Middle Housing code follow-up/cleanup	Q1-2024	Q3-2024
Residential design standards updates	Q2-2024	Q3-2024
Shoreline Master Program - Vegetation (Donna)	Q2-2024	Q3-2024
2026 Comprehensive Plan update		
Levels of service / Capital Facilities Planning	Q2-2024	2025
Study of housing availability at various income levels	Q2-2024	2025
Climate planning	In Progress	2025
Centers and Corridors (C&C work plan item below)	N/A	2025
Development of growth alternatives/EIS process	Q2-2024	2025
Paper Cuts	Ongoing	Ongoing
Review of PC Rules and Procedures, and composition of subcommittees	Q1-2024	Q2-2024
Bicycle route map updates and prioritization	In Progress	TBD
Pacific Avenue Greenway	In Progress	Q3-2024
Minimum Parking Requirements in Commercial Areas	In Progress	Q2-2024
Transportation Impact Fee updates	Q2-2024	Q3-2024
Subarea planning		
East Central	In Progress	2025
West Central	Q3-2024	2025
Hillyard	In Progress	Q3-2024
South Logan Implementation work	Q1-2024	Q3-2024
Manufactured Housing updates	TBD	TBD
Division Corridor T.O.D. Study (incl. North Town)	In Progress	TBD
Center and Corridors Policy and Code Evaluation		
C&C short term policy/code updates	In Progress	Q3-2023
C&C long term policy/code updates	In Progress	2025
Home-based occupation update	TBD	TBD
Expand legacy business rules to allow for expansion	TBD	TBD
Neighborhood mixed use	TBD	TBD
20 Year - Water Capital Facilities Element Update	In Progress	TBD
20 Year - Sewer Capital Facilities Element Update	TBD	TBD
Neighborhood Plans		
Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman	TBD	TBD
2024-25 Mandated / Annual Projects		
6-Year Transportation Program Update - Consistency Review	In Progress	Q3-2024
6-Year City-Wide Capital Program Update - Consistency Review	In Progress	Q3-2024
2024 Annual Comp Plan Amendments	In Progress	Q3-2024
2025 Annual Comp Plan Amendments	Expect suspension	Expect suspension
Notes:		
Spokane County Urban Growth Area Mandatory Review - 2025		
WA State Periodic Comprehensive Plan Update - June, 2026		
Next WA State Shoreline Program Update - June, 2030		

Zappone Proposed Amendment filed 4/19/2024

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	RES 2024-0038
Renews #	
Cross Ref #	ORD C36512

Submitting Dept	PLANNING & ECONOMIC	**Project #**	
Contact Name/Phone	MAREN X6737	**Bid #**	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Agenda Item Name	0650 RES. TO INITIATE CLIMATE PLANNING UNDER THE COMP PLAN PERIODIC		

Agenda Wording

A RESOLUTION directing City of Spokane Planning Services to initiate climate planning that implements the requirements of HB 1181 as part of the periodic update to build community resilience and reduce greenhouse gas emissions.

Summary (Background)

The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element. The resolution will initiate the Climate Planning - Phase 1 process for resiliency planning. The Public Participation Plan is included as Exhibit A to the resolution. City Council accepted $420,000 in Commerce grant funds for Climate Planning - Phase 1 on February 26, 2024 (RES 2024-0142). This item is 2 of 3.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 420,000
Current Year Cost	$ 420,000
Subsequent Year(s) Cost	$

Narrative

No grant match. Additional climate planning funds will be requested in the 2025-2027 biennium.

Amount		Budget Account
Revenue	$ 420,000	# 1360-94175-99999-33442-20263; 1360-94175-
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	GARDNER, SPENCER		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	JONES, GARRETT		

Distribution List	
mmurphy@spokanecity.org	smacdonald@spokanecity.org
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Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Planning Services
Contact Name	Maren Murphy
Contact Email & Phone	mmurphy@spokanecity.org
Council Sponsor(s)	CMs Klitzke and Zappone
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 15 minutes
Agenda Item Name	Climate Planning - Resolution to Initiate Climate Planning under the Comprehensive Plan Periodic Update
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Planning Staff have submitted a packet to initiate Climate Planning – Phase 1, including the following items: 1. Climate Planning - SBO for Planning Services to Accept Commerce Grant Funds **2. Climate Planning - Resolution to Initiate Climate Planning under the Comprehensive Plan Periodic Update** 3. Climate Planning - Approval of Consultant Contract for Climate Planning – Phase 1 *This briefing paper is 2 of 3 for climate planning.* The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with the following: resilience sub-element to improve climate preparedness, response, and recovery efforts; greenhouse gas emissions sub-element to reduce missions and vehicle miles traveled; and must maximize economic, environmental, and social co-benefits and prioritize environmental justice in order to avoid worsening environmental health disparities. The resolution will initiate the Climate Planning – Phase 1 process, which includes community engagement, climate impacts analysis, policy gap analysis, and climate risk and vulnerability assessment with a focus on equity and climate justice. The Public Participation Plan is included as Exhibit A to the resolution. A deeper engagement strategy will be developed with the planning consultant team once underway; the contract with the planning consultant team is also being considered for approval by Council. WA Commerce has made available funding for climate planning for the 2023-2025 biennium, with the City of Spokane eligible for $700,000 in legislative appropriation for climate planning through 2029 as part of the WA Climate Commitment Act. City Council accepted $420,000 in Commerce grant funds for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142).

Fiscal Impact

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

Total Cost: $420,000

Current year cost: $420,000

Subsequent year(s) cost:

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? Funding for 2023-2025 Biennium

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?
  - Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted by the changing climate conditions and whose insight will lead to the most equitable outcomes. There is also additional emphasis on all levels of Tribal communication, partnership, and coordination.
- 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?
  - The planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and climate-related challenges.
- 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."

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  - This item was approved for grant acceptance by City Council on February 26, 2024 (RES 2024-0142).

RESOLUTION NO. 2024-0038

A RESOLUTION directing City of Spokane Planning Services to initiate climate planning that implements the requirements of HB 1181 as part of the periodic update by conducting community engagement, analyzing climate impacts, and developing and integrating climate goals and policies to build community resilience and reduce greenhouse gas emissions.

WHEREAS, legislation passed and signed into law in 2023 (HB 1181) adds a climate goal to the Growth Management Act (GMA) under RCW 36.70A.020 and requires local comprehensive plans to have a climate element with resilience and greenhouse gas (GHG) emissions mitigation sub-elements; and

WHEREAS, the WA Department of Commerce made approximately $30 million available in statewide climate planning grants to fully planning jurisdictions under GMA for the 2023-2025 biennium; and

WHEREAS, the WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act (CCA), which supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health, with information about the CCA available at www.climate.wa.gov; and

WHEREAS, the City of Spokane is eligible for up to $700,000 in climate planning funds through 2029 as a non-competitive formula grant to support implementation of HB 1181; and

WHEREAS, the City of Spokane has identified $420,000 for Phase 1 climate planning, and City Council accepted the grant funds through a contract with Commerce on February 26, 2024 (RES 2024-0142), with $280,000 to be requested for Phase 2 climate planning in the 2025-2027 biennium and any implementation beyond; and

WHEREAS, climate planning is part of the City's general periodic update requirement for the comprehensive plan, which is due in June 2026, with the expectation that additional state resources will be appropriated for the upcoming periodic update; and

WHEREAS, the climate change and resiliency element is designed to result in reductions in overall GHG emissions, must enhance resilience to and avoid the adverse impacts of climate change, and must include efforts to reduce localized emissions and avoid creating or worsening climate impacts to vulnerable populations and overburdened communities; and

WHEREAS, the GHG emissions sub-element must include goals and policies to reduce emissions and vehicle miles traveled, including: developing a local emission inventory; conducting a Vehicle Miles Traveled Per Capita study; and, projecting emission reductions to inform the adopted comprehensive plan goals and policies; and

WHEREAS, the resilience sub-element must include goals and polices to improve climate preparedness, response and recovery efforts, including: utilizing the UW Climate Impacts Group's online tool and other resources to explore expected local climate impacts; auditing existing plans and policies for climate resilience opportunities, gaps, and barriers; assessing climate vulnerability

and risk; and, developing and prioritizing science-based climate resilience goals and policies for comprehensive plans; and

WHEREAS, climate resilience goals and policies must address natural hazards created or aggravated by climate change, and identify and protect social, economic, environmental, and cultural assets within the 11 key sectors outlined by Commerce, including buildings, infrastructure, natural resources, services, community health, transportation, and development among others; and

WHEREAS, goals and policies should, consistent with state law, equitably enhance the resilience of communities and ecological systems to climate change; be consistent with best available science, climate projections, and impact scenarios; and prioritize and benefit overburdened communities that will suffer disproportionately from environmental impacts and climate-exacerbated natural hazards; and

WHEREAS, climate elements must also maximize economic, environmental, and social co-benefits and prioritize environmental justice and climate justice to avoid worsening environmental health disparities; and

WHEREAS, the Public Participation Plan (PPP) proposes the formation of key supporting committees to analyze climate data and understand impacts, review deliverables and provide recommendations, and develop climate goals and policies, including the establishment of an internal technical advisory committee, a community- and partner-based climate policy advisory team, and a Tribal workgroup; and

WHEREAS, to support climate justice and equity, the PPP prioritizes equitable practices to ensure that historically overburdened and underrepresented communities are included in early and ongoing climate planning efforts, particularly frontline communities who experience the first and worst consequences of climate change; and

WHEREAS, Tribal engagement is an overarching term that encompasses all levels of Tribal communication and partnership, from formal government-to-government consultation to informal coordination, and the PPP directs a Tribal engagement strategy to identify collaborative planning efforts and mutual priority actions with Tribal planning at all levels; and

WHEREAS, the PPP is attached as Attachment A; and

WHEREAS, climate planning will consider related City planning efforts, including the Spokane Sustainability Action Plan adopted in 2021, Spokane Housing Action Plan adopted in 2021, Spokane Parks and Natural Lands Master Plan adopted in 2022, Building Opportunity for Housing adopted in 2023, and ongoing utility, transportation planning, and water system planning; and

WHEREAS, the City has selected a consultant team through an RFQu process to lead the Phase 1 climate planning process and engagement through 2025, with optional expansion that will be evaluated for Phase 2 climate planning and to align with the periodic update and environmental impact statement due in 2026; and

WHEREAS, Planning Services is collaborating with Integrated Capital Management for the initial project scoping and Phase 1, and will continue to proactively partner with all City departments throughout the process.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that staff are directed to initiate climate planning aligned with the requirements of HB 1181 to build community resilience and reduce greenhouse gas emissions that create a more just, healthy, and equitable future for Spokane.

ADOPTED by the City Council this _____ day of _____, 2024.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

2026 Spokane Periodic Update

Public Participation Plan Addendum

Climate Element

Public Participation Plan

Updated: March 28, 2024

PLANSPOKANE

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FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

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. The last periodic review occurred in 2017, known as Shaping Spokane. The GMA requires local governments to create and broadly disseminate a Public Participation Plan (PPP) during the periodic review process. Legislation passed and signed into law through HB 1181 in 2023 added a climate goal to the GMA and requires local comprehensive plans to have a Climate Element with resilience and greenhouse gas emissions mitigation sub-elements. The City of Spokane is eligible for up to $700,000 in grant funding from the WA Department of Commerce for climate planning efforts through 2029, with an emphasis on the periodic update due in 2026.

The WA Department of Commerce climate planning grant 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.

The Climate Element Public Participation Plan (referred to herein as the Climate PPP) will support the more general Periodic Update process by emphasizing engagement discussions around the Climate Element. This document recognizes the nuances required for successful and equitable engagement around climate impacts and environmental justice. All engagement efforts of the climate planning will follow the established goals, objectives, and framework of established in the Periodic Update to ensure a robust and transparent engagement effort.

To implement the requirements of HB 1181, a consultant team has been hired to lead the development of the climate element, including community engagement. A deeper engagement strategy will be developed for climate planning upon the City Council's approval of the consultant contract, expected in April 2024. This PPP provides a high-level direction for climate engagement, identifies values and priorities, and outlines examples of key tactics and opportunities for engagement as the process gets underway.

Climate Element

Climate is a foundational part of the periodic update as an organizing principle and value throughout the process. The Climate PPP includes a specific focus on climate planning and outcomes related to the Climate Element as necessary for the HB 1181 requirements. HB 1181 adds a GMA climate change and resiliency goal to: *"ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice"* (RCW 36.70A.020(14)). The WA State Department of Commerce (referred to herein as Commerce) provides the climate program website outlining all requirements for the climate element.

The climate change and resiliency element is designed to result in reductions in overall greenhouse gas emissions and that must enhance resilience to and avoid the adverse impacts of climate change, which must include efforts to reduce localized greenhouse gas emissions and avoid creating or worsening localized climate impacts to vulnerable populations and overburdened communities. The new climate element includes two sub-elements:

- **GHG emissions sub-element:** must include goals and policies to reduce emissions and vehicle miles traveled, including: developing a local emission inventory; conducting a Vehicle Miles Traveled Per Capita study; and, projecting emission reductions to inform the adopted comprehensive plan goals and policies.
- R**esilience sub-element:** must include goals and polices to improve climate preparedness, response and recovery efforts, including: utilizing the UW Climate Impacts Group's online tool and other resources to explore expected local climate impacts; auditing existing plans and policies for climate resilience opportunities, gaps, and barriers; assessing climate vulnerability and risk; and, developing and prioritizing science-based climate resilience goals and policies for comprehensive plans.

Commerce provides the Climate Element Planning Guidance, which outlines the requirements and best practices for developing the climate element to address GHG emissions and resilience. Climate goals and policies must address natural hazards created or aggravated by climate change, and identify and protect social, economic, environmental, and cultural assets within 11 key sectors identified by Commerce, including buildings, infrastructure, natural resources, services, community health, transportation, and development among others. Goals and policies should, consistent with state law, equitably enhance the resilience of communities and ecological systems to climate change; be consistent with best available science, climate projections, and impact scenarios; and prioritize and benefit overburdened communities that will suffer disproportionately from environmental impacts and climate-exacerbated natural hazards.

In approaching the climate element, it is essential to reject "one-size-fits-all" approaches. Rather, processes must effectively engage impacted communities through models of public facilitation that elevate community voices and priorities, and adjust based on the needs, perspectives, and realities of community members and the organizations that represent them. Climate is fundamentally an issue of equity, and the PPP incorporates equity, environmental justice, and climate justice as foundational lenses in the planning process. The climate element must also maximize economic, environmental, and social co-benefits and prioritize environmental justice and climate justice to avoid worsening environmental health disparities. Climate planning engagement in particular will work to ensure that historically underrepresented and overburdened communities are included in the early and continuous planning efforts, specifically within communities most impacted by climate change.

Climate planning will also align with the Healthy Environment for All Act (SB 5141), or the HEAL Act, where appropriate. The City's climate planning work will take proactive approach to integrate the HEAL Act framework, principles, and analysis into the development of the Climate Element. This includes a key focus on environmental justice and climate justice:

- Environmental justice means 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. (HEAL Act)

- Climate justice is focused on addressing the unequal impacts of climate change by prioritizing the health and safety of those who face the greatest risk as we prepare for and recover from climate events. (WA Department of Health Climate Justice)

Climate Justice Principles

In addition to the guiding principles found within the PPP, the Climate Element engagement will implement the following climate justice focused principles to ensure appropriate and equitable public participation.

WA Department of Commerce provides guidance for climate justice in the Summary Report: Climate Justice in Growth Management. Aligning with this guidance, the City should identify the overburdened communities and vulnerable populations in their scopes of work to determine if proposed Climate Element measures are equitable. The climate justice guidance outlines four principles in the Just Transition Framework for climate strategies that will guide the City's engagement efforts.

Center Those Disproportionately Impacted in Governance

New models of participatory governance — or "co-governance" between government leaders and agencies and impacted communities — are necessary to meaningfully address these gaps in community leadership and shared governance. Key cornerstones of co-governance include: a) establishing government commitment to the self-determination of communities; b) supporting communities to build their capacity to effectively participate (in government processes); c) developing shared governing power in principles and in process; and, d) demonstrating equitable processes and results.

Restore Community Connections to Place

A place-based approach focuses policy, programmatic interventions, and innovations in specific geographic areas that are suffering from environmental and social injustices to ensure no community is sacrificed to climate impacts or to suffer emissions disproportionately. This priority is integrated by placing greater value on and by centering in public engagement processes the values, cultures, aspirations, hopes, and experiences of the communities impacted by their plans and actions.

Create Livelihoods within a Healthy Environment

A regenerative economy is one that prioritizes sustainable living and work within ecological limits. Support movement toward a regenerative economy by prioritizing the needs of communities.

Transition to Renewable Resources and Energy

A key cornerstone of a Just Transition is enabling strategies to ensure energy is first conserved, and that energy generation is renewable and equitable. Planning for the use of renewable energy sources and transitioning away from non- renewable sources can reduce social and environmental harms.

Equitable Community Engagement

Climate engagement will follow equitable community engagement in alignment with the Periodic Update PPP. Equitable engagement aims to reach and engage with as many people as possible, while centering people who experience the first and worst consequences of climate change.

Guiding Principles

In order to support equitable public participation, the following guiding principles will be a 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.

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.

Compensate Public Efforts

As stated by the Washington Office of Equity in their guidance on community compensation, compensation can help remove a significant barrier to public participation for populations for which participation in public meetings may be a significant economic burden due to work schedules, family care commitments, or other fixed obligations. Compensation can include stipends, but also wrap-around services like paid childcare and transportation support. During the periodic review, the City will evaluate existing compensation policies and implement the guidance of the Office of Equity to ensure a more robust and equitable public participation process.

Build Partnerships

Community based organizations (CBOs) and representatives of these organizations can be particularly helpful partners and collaborators because of their roles as trusted partners throughout the community. They also bring broader community perspectives, not only the perspectives of individual community members.

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).

Stakeholders

Climate change does not impact everyone equally, and climate planning 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.

Climate planning and environmental justice are key components relevant to a wide range of periodic review topics. As such, the Climate Element public participation 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 — people who experience the first and worst consequences of climate change. Engagement will also seek participation from those with technical expertise, cultural perspective, and/or lived experience.

Climate Policy Advisory Team

Engagement for the Climate Element in the Periodic Update will prioritize a **Climate Policy Advisory Team (CPAT)** to support co-creation in climate planning. The focus includes analyzing climate information, reviewing key deliverables, providing recommendations on climate focus and equity, and developing climate goals and policies. The CPAT could also 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 CPAT is anticipated to meet bi-monthly, though could meet more frequently as needed. The proposed timeline for establishment is Q2 2024.

CPAT Expertise and Members

Members of the CPAT should include a diverse group of community members and agency partners in addition to planners and public works professionals. The focus of the CPAT will be to collaboratively create a Climate Element in accordance with the WA Dept. of Commerce guidelines that centers equity and co-creation in policy development and implementation. A key focus of the process will identify and build partnerships with overburdened community organizations and members — people who experience the first and worst consequences of climate impacts, along with others to share their technical expertise, cultural perspective, and lived experience.

The team should include a variety of members with the following expertise considerations:

- developing and implementing zoning, land use, housing policy;
- expertise with a climate nexus in:
    - transportation and public works;
    - hazard mitigation and emergency management;
    - sustainability, environment, and natural resources;
    - public health;
    - other areas of expertise as prioritized;
- community members and leaders within overburdened and frontline communities;
- environmental justice, climate justice, and resilience expertise and lived experience;
- Tribal governments;
- Indigenous communities and organizations, such as urban Native organizations;
- community engagement specialists;
- public schools and youth engagement;
- economic and community development specialists;

- businesses and minority entrepreneurs;
- interested residents and neighborhood representatives;
- legal advisors to make sure goals and policies are consistent with state and local laws; and,
- elected officials who will provide oversight and can champion the project from beginning to end.

Alignment and coordination with the City Council Sustainability Action Subcommittee and Environmental Justice & Equity Workgroup, as well as the Equity Subcommittee, will be prioritized to ensure collaboration and efficiency in City engagement across the Council Office and the Mayor's Office.

Tribal Engagement

Special emphasis in climate planning guidance includes Tribal Engagement. Tribal engagement encompasses all levels of Tribal communication and partnership, from formal government-to-government consultation to informal coordination. Formal outreach should be emphasized for Tribes that have reservation lands, ancestral lands and waters, and/or "usual and accustomed areas." Climate planning will also work to conduct Tribal engagement and coordination with Tribal communities through conversations focused on information sharing with Tribal staff. This includes working with Indigenous groups that are not Tribal governments, such as urban Native American organizations.

Collaborative planning efforts with Tribal planning at all levels can help identify mutual priority actions and strategies that can inform and integrate climate planning efforts. The city will establish a tribal engagement strategy to define working relationships, identify common goals and similar efforts, develop culturally appropriate outreach opportunities, and consult with Tribes to voluntarily participate in the city's climate planning. Working with the Mayor's Office to identify both formal and informal Tribal engagement strategies early on is critical to developing relationships, building trust, and fostering collaboration.

Partnerships with Community-Based Organizations

A guiding principle around climate engagement includes developing and deepening partnerships with 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 Climate Element engagement will incorporate flexibility to ensure capacity to be responsive.

Support Community Participants

Climate planning acknowledges equity in participation as a critical component and will consider supporting people who serve on the advisory team and Tribal engagement, namely those whose participation is not a paid position within an organization:

- Pay a stipend for participation in and travel to meetings.
- Host accessible and convenient meetings, and provide food and childcare.
- Offer meeting translation services, and ensure engagement materials are available in multiple languages and formats.
- Ask what support they would need to authentically participate.

Community-based organizations (CBOs) and representatives of these organizations can be particularly helpful partners and collaborators because of their roles as trusted partners in overburdened

communities. They also bring broader community perspectives, not only the perspectives of individual community members. Partnerships with CBOs should also consider compensating organizations to participate meaningfully in development, implementation, and evaluation of engagement efforts.

Climate 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.

The Climate Element will integrate with engagement around the periodic update. However, specific engagement around the topic of climate, climate justice, and environmental justice warrants more targeted efforts. Strategies will include efforts to embrace co-governance and establish a commitment to uphold the self-determination of communities, supporting communities to build their capacity to effectively participate in government processes, and in the process to develop shared governing power in principles, processes, and results.

Community Engagement Strategy

A deeper engagement strategy and more detailed tactics and timeline will be developed with the climate planning consultant team. Together, Planning staff and the consultant team will create an engagement strategy that is informed by the Climate Policy Advisory Team and community-based partners. 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. Environmental justice will be a key principle, and the project team will work to identify and recruit overburdened community organizations and members — people who experience the first and worst consequences of climate change.

Examples of strategies that will be considered include:

- Interviews with city staff, elected officials, partner agencies, and community partners
- Workshops or listening sessions in partnership with community and Tribal organizations
- Public survey, meetings, workshops
- Interpretation and translation of engagement materials
- Focus groups with frontline communities and Tribal leaders
- Partnering on interactive events and pop-up events (virtual and in-person meetings)
- Participate in issue-specific forums to discuss their nexus with climate change
- 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 look into interactive online platforms 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 climate planning. 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 climate planning 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 specific to the Climate Element and how people experience climate as individuals and a community will be conducted as an initial community touchpoint. Key topics explored will include issues faced by households due to changing climate, hazards and risks that cause concern and climate anxiety, and establishing community climate priorities. 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

While youth engagement is a valuable endeavor for any planning topic, environmental justice and climate justice is a key concern of interest for younger generations who will bear the impacts of today's decisions. Youth engagement will provide a valuable lens in which to discuss other relevant topics. Partnership with Spokane Public Schools will be explored, including engaging the Spokane Student Advisory Council on Climate Change and working to discuss climate planning topics in classrooms. Youth representation on the Climate Policy Advisory Team will be additional formal avenues for youth engagement. Other ideas include

conducting planning "game nights" at community centers, libraries, and youth groups to discuss climate and play design-your-city activities. 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

Arts and Culture

Art is a powerful form to help communicate, interpret, expand awareness and understanding, and invite exploration from the community to engage in climate discussions and solutions. Thurston Regional Planning Council has previously partnered with local library and partners to host "Art of Change," an event that merged climate literacy, art, science, and policy. Staff hosted a pop-up library where visitors could sign up for a card and check out climate books, films, and other resources. Boston's Metropolitan Area Planning Council has prepared the Cool it with Art Guide as a resource guide for local governments, community-based organizations, and artists interested in working together to promote creative approaches to address climate-driven extreme heat impacts and to promote healthy, climate resilient communities. Innovative ideas and partnerships with local arts organizations will be explored as a focus in climate engagement. Such creative engagement efforts can counter the often negative or distressing connotation of climate discussions. The City will seek partnership with local organizations to support art and culture as part of the Climate Element discussion.

Engagement level: consult, involve, empower

Expo 74 50th Celebration

In 2024, Spokane will celebrate the 50th celebration of the 1974 Expo, which was the first environmentally-themed world's fair. From May 4th to July 4th, hundreds of community events will be taking place through the Spokane region in commemoration of Expo 74's 50th Anniversary, including transforming Riverfront Spokane into Expo Village. Planning staff will work together with other City divisions and departments and partner agencies to collaborate on participating in the 50th Anniversary events, including tabling to share information, build awareness, generate interest, and seek community feedback in the climate planning process.

Engagement level: inform, consult

Earth Day 2025

Earth Day happens every April 22, and 2025 will be the 55th Anniversary of Earth Day. Earth Day provides a thematic event to reach residents when they are thinking about climate and the environment. Planning staff will identify community events to coordinate with or create a community event to coincide with the event. The Spokane Library typically hosts events and the Spokane Climate Cup, hosted by Gonzaga, may provide the opportunity to engage with youth. The Climate Element project team will investigate the opportunity to partner with an event to table, seek community feedback, or share information about the periodic review climate work.

Engagement level: inform, consult

Evaluation

This PPP will be updated with deeper engagement strategies and a more detailed timeline of activities once the project is underway in collaboration with the consultant team. 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 feedback. 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.

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RES 2024-0038 CATHCART AMENDMENT (v1 04-18-24)

That the entire resolution be stricken and substituted with the following:

A RESOLUTION directing City of Spokane Planning Services to initiate climate planning pursuant to RCW 36.70A.020 as part of the periodic update to the City's growth management policies by conducting community engagement, analyzing climate impacts, and developing and integrating climate goals and to build community resilience and reduce greenhouse gas emissions, all while integrating an affordability lens throughout the planning process.

WHEREAS, legislation passed and signed into law in 2023 (HB 1181) adds a climate goal to the Growth Management Act (GMA) under RCW 36.70A.020 and requires local comprehensive plans to have a climate element with resilience and greenhouse gas (GHG) emissions mitigation sub-elements; and

WHEREAS, the WA Department of Commerce made approximately $30 million available in statewide climate planning grants to fully planning jurisdictions under GMA for the 2023-2025 biennium; and

WHEREAS, the WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act (CCA), which ostensibly supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health, with information about the CCA available at *www.climate.wa.gov*; and

WHEREAS, the City of Spokane is eligible for up to $700,000 in climate planning funds through 2029 as a non-competitive formula grant to support implementation of HB 1181; and

WHEREAS, the City of Spokane has identified $420,000 for Phase 1 climate planning, and City Council accepted the grant funds through a contract with Commerce on February 26, 2024 (RES 2024-0142), with $280,000 to be requested for Phase 2 climate planning in the 2025- 2027 biennium and any implementation beyond; and

WHEREAS, climate planning is part of the City's general periodic update requirement for the comprehensive plan, which is due in June 2026, with the expectation that additional state resources will be appropriated for the upcoming periodic update; and

WHEREAS, the City of Spokane recognizes that effective climate action is not solely measured by environmental outcomes but also by the economic accessibility and feasibility of these actions for all residents; and

WHEREAS, the City of Spokane further recognizes that integrating an affordability lens throughout the planning process ensures that climate actions are cost-effective, do

not unnecessarily increase the local cost of living, and do not disproportionally impact any single demographic group; and

WHEREAS, the climate change and resiliency element is designed to result in reductions in overall GHG emissions, must enhance resilience to and avoid the adverse impacts of climate change, and must include efforts to reduce localized emissions and avoid creating or worsening climate impacts to vulnerable populations and overburdened communities; and

WHEREAS, the GHG emissions sub-element must include goals and policies to reduce emissions and vehicle miles traveled, including: developing a local emission inventory; conducting a Vehicle Miles Traveled Per Capita study; and, projecting emission reductions to inform the adopted comprehensive plan goals and policies; and

WHEREAS, the resilience sub-element must include goals and polices to improve climate preparedness, response and recovery efforts, including: utilizing the UW Climate Impacts Group's online tool and other resources to explore expected local climate impacts; auditing existing plans and policies for climate resilience opportunities, gaps, and barriers; assessing climate vulnerability and risk; and, developing and prioritizing science-based climate resilience goals and policies for comprehensive plans; and

WHEREAS, climate resilience goals and policies must address natural hazards created or aggravated by climate change, and identify and protect social, economic, environmental, and cultural assets within the 11 key sectors outlined by Commerce, including buildings, infrastructure, natural resources, services, community health, transportation, and development among others; and

WHEREAS, goals and policies should, consistent with state law, equitably enhance the resilience of communities and ecological systems to climate change; be consistent with best available science, climate projections, and impact scenarios; and prioritize and benefit overburdened communities that will suffer disproportionately from environmental impacts and climate-exacerbated natural hazards; and

WHEREAS, the City Council believes that prioritized climate elements must also maximize economic benefits, while not recommending measures that unnecessarily increase the local cost of living; and

WHEREAS, the Public Participation Plan (PPP) proposes the formation of key supporting committees to analyze climate data and understand impacts, review deliverables and provide recommendations, and develop climate goals and policies, including the establishment of an internal technical advisory committee, a community- and partner-based climate policy advisory team, and a Tribal workgroup; and

WHEREAS, to support the climate justice and equity, the PPP currently prioritizes equitable practices to ensure that historically overburdened and underrepresented

communities are included in early and ongoing climate planning efforts, particularly frontline communities who experience the first and worst consequences of climate change; and

WHEREAS, Tribal engagement is an overarching term that encompasses all levels of Tribal communication and partnership, from formal government-to-government consultation to informal coordination, and the PPP directs a Tribal engagement strategy to identify collaborative planning efforts and mutual priority actions with Tribal planning at all levels; and

WHEREAS, the PPP is attached as Attachment A; and

WHEREAS, climate planning will consider related City planning efforts, including the Spokane Sustainability Action Plan adopted in 2021, Spokane Housing Action Plan adopted in 2021, Spokane Parks and Natural Lands Master Plan adopted in 2022, Building Opportunity for Housing adopted in 2023, and ongoing utility, transportation planning, and water system planning; and

WHEREAS, the City has selected a consultant team through an RFQu process to lead the Phase 1 climate planning process and engagement through 2025, with optional expansion that will be evaluated for Phase 2 climate planning and to align with the periodic update and environmental impact statement due in 2026; and

WHEREAS, Planning Services is collaborating with Integrated Capital Management for the initial project scoping and Phase 1, and will continue to proactively partner with all City departments throughout the process; and

WHEREAS, while the City Council generally supports climate impact planning and the efforts of staff to implement the planning as required by state law and funded by the Department of Commerce, the City Council wants to ensure that commencing with the PPP the public participation and planning process allows ample opportunity for presentation of views, and development of policies, that include thorough analysis of the economic impacts of implementing climate measures,

NOW, THEREFORE,

BE IT RESOLVED that the city council of the City of Spokane approves of the Public Participation Plan (PPP); subject to further considerations set forth below; and

BE IT FURTHER RESOLVED, the City Council requests the Mayor direct staff to initiate climate planning consistent with the requirements of RCW 36.70A and HB 1181, but to also include the following elements throughout the pubic participation and planning process:

1. Affordability Impact Statements, grounded in rigorous data analysis are required for every climate initiative, quantifying the expected economic effects on households and commercial operators across the City,
    a. The Affordability Impact Statements will inform a mandatory review process for all climate action plans and policies, including those already established within the Sustainability Action Plan to ensure each initiative is evaluated for its direct and indirect financial impacts on community members and government operations, as well as anticipated or actual reduction in carbon,
2. That climate policies shall be developed with clearly defined, measurable costs and benefits, with data-driven methodologies to assess the long-term economic sustainability and immediate financial implications for the City's diverse populations,
3. That the City commits to policy development that prohibits the implementation of climate initiatives that would result in disproportionate economic impacts on any particular demographic group,
4. That in pursuit of these objectives, the City will facilitate inclusive and transparent public engagement processes, particularly focusing on involving and empowering communities that are often underrepresented in policy-making,
5. That this resolution shall guide the City in creating and enacting climate policies that are not only environmentally robust but also economically sustainable, fostering a community that is resilient and thriving; and .

BE IT FURTHER RESOLVED, the City Council requests that all consulting contracts executed to implement the requirements of state law for climate-related planning include a scope of services that incorporates the foregoing affordability and cost analysis.

ADOPTED by the City Council this ____ day of _____, 2024.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

2026 Spokane Periodic Update

Public Participation Plan Addendum

Climate Element

Public Participation Plan

Updated: March 28, 2024

PLANSPOKANE

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FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

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. The last periodic review occurred in 2017, known as Shaping Spokane. The GMA requires local governments to create and broadly disseminate a Public Participation Plan (PPP) during the periodic review process. Legislation passed and signed into law through HB 1181 in 2023 added a climate goal to the GMA and requires local comprehensive plans to have a Climate Element with resilience and greenhouse gas emissions mitigation sub-elements. The City of Spokane is eligible for up to $700,000 in grant funding from the WA Department of Commerce for climate planning efforts through 2029, with an emphasis on the periodic update due in 2026.

The WA Department of Commerce climate planning grant 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.

The Climate Element Public Participation Plan (referred to herein as the Climate PPP) will support the more general Periodic Update process by emphasizing engagement discussions around the Climate Element. This document recognizes the nuances required for successful and equitable engagement around climate impacts and environmental justice. All engagement efforts of the climate planning will follow the established goals, objectives, and framework of established in the Periodic Update to ensure a robust and transparent engagement effort.

To implement the requirements of HB 1181, a consultant team has been hired to lead the development of the climate element, including community engagement. A deeper engagement strategy will be developed for climate planning upon the City Council's approval of the consultant contract, expected in April 2024. This PPP provides a high-level direction for climate engagement, identifies values and priorities, and outlines examples of key tactics and opportunities for engagement as the process gets underway.

Climate Element

Climate is a foundational part of the periodic update as an organizing principle and value throughout the process. The Climate PPP includes a specific focus on climate planning and outcomes related to the Climate Element as necessary for the HB 1181 requirements. HB 1181 adds a GMA climate change and resiliency goal to: *"ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice"* (RCW 36.70A.020(14)). The WA State Department of Commerce (referred to herein as Commerce) provides the climate program website outlining all requirements for the climate element.

The climate change and resiliency element is designed to result in reductions in overall greenhouse gas emissions and that must enhance resilience to and avoid the adverse impacts of climate change, which must include efforts to reduce localized greenhouse gas emissions and avoid creating or worsening localized climate impacts to vulnerable populations and overburdened communities. The new climate element includes two sub-elements:

- **GHG emissions sub-element:** must include goals and policies to reduce emissions and vehicle miles traveled, including: developing a local emission inventory; conducting a Vehicle Miles Traveled Per Capita study; and, projecting emission reductions to inform the adopted comprehensive plan goals and policies.
- R**esilience sub-element:** must include goals and polices to improve climate preparedness, response and recovery efforts, including: utilizing the UW Climate Impacts Group's online tool and other resources to explore expected local climate impacts; auditing existing plans and policies for climate resilience opportunities, gaps, and barriers; assessing climate vulnerability and risk; and, developing and prioritizing science-based climate resilience goals and policies for comprehensive plans.

Commerce provides the Climate Element Planning Guidance, which outlines the requirements and best practices for developing the climate element to address GHG emissions and resilience. Climate goals and policies must address natural hazards created or aggravated by climate change, and identify and protect social, economic, environmental, and cultural assets within 11 key sectors identified by Commerce, including buildings, infrastructure, natural resources, services, community health, transportation, and development among others. Goals and policies should, consistent with state law, equitably enhance the resilience of communities and ecological systems to climate change; be consistent with best available science, climate projections, and impact scenarios; and prioritize and benefit overburdened communities that will suffer disproportionately from environmental impacts and climate-exacerbated natural hazards.

In approaching the climate element, it is essential to reject "one-size-fits-all" approaches. Rather, processes must effectively engage impacted communities through models of public facilitation that elevate community voices and priorities, and adjust based on the needs, perspectives, and realities of community members and the organizations that represent them. Climate is fundamentally an issue of equity, and the PPP incorporates equity, environmental justice, and climate justice as foundational lenses in the planning process. The climate element must also maximize economic, environmental, and social co-benefits and prioritize environmental justice and climate justice to avoid worsening environmental health disparities. Climate planning engagement in particular will work to ensure that historically underrepresented and overburdened communities are included in the early and continuous planning efforts, specifically within communities most impacted by climate change.

Climate planning will also align with the Healthy Environment for All Act (SB 5141), or the HEAL Act, where appropriate. The City's climate planning work will take proactive approach to integrate the HEAL Act framework, principles, and analysis into the development of the Climate Element. This includes a key focus on environmental justice and climate justice:

- Environmental justice means 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. (HEAL Act)

- Climate justice is focused on addressing the unequal impacts of climate change by prioritizing the health and safety of those who face the greatest risk as we prepare for and recover from climate events. (WA Department of Health Climate Justice)

Climate Justice Principles

In addition to the guiding principles found within the PPP, the Climate Element engagement will implement the following climate justice focused principles to ensure appropriate and equitable public participation.

WA Department of Commerce provides guidance for climate justice in the Summary Report: Climate Justice in Growth Management. Aligning with this guidance, the City should identify the overburdened communities and vulnerable populations in their scopes of work to determine if proposed Climate Element measures are equitable. The climate justice guidance outlines four principles in the Just Transition Framework for climate strategies that will guide the City's engagement efforts.

Center Those Disproportionately Impacted in Governance

New models of participatory governance — or "co-governance" between government leaders and agencies and impacted communities — are necessary to meaningfully address these gaps in community leadership and shared governance. Key cornerstones of co-governance include: a) establishing government commitment to the self-determination of communities; b) supporting communities to build their capacity to effectively participate (in government processes); c) developing shared governing power in principles and in process; and, d) demonstrating equitable processes and results.

Restore Community Connections to Place

A place-based approach focuses policy, programmatic interventions, and innovations in specific geographic areas that are suffering from environmental and social injustices to ensure no community is sacrificed to climate impacts or to suffer emissions disproportionately. This priority is integrated by placing greater value on and by centering in public engagement processes the values, cultures, aspirations, hopes, and experiences of the communities impacted by their plans and actions.

Create Livelihoods within a Healthy Environment

A regenerative economy is one that prioritizes sustainable living and work within ecological limits. Support movement toward a regenerative economy by prioritizing the needs of communities.

Transition to Renewable Resources and Energy

A key cornerstone of a Just Transition is enabling strategies to ensure energy is first conserved, and that energy generation is renewable and equitable. Planning for the use of renewable energy sources and transitioning away from non- renewable sources can reduce social and environmental harms.

Equitable Community Engagement

Climate engagement will follow equitable community engagement in alignment with the Periodic Update PPP. Equitable engagement aims to reach and engage with as many people as possible, while centering people who experience the first and worst consequences of climate change.

Guiding Principles

In order to support equitable public participation, the following guiding principles will be a 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.

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.

Compensate Public Efforts

As stated by the Washington Office of Equity in their guidance on community compensation, compensation can help remove a significant barrier to public participation for populations for which participation in public meetings may be a significant economic burden due to work schedules, family care commitments, or other fixed obligations. Compensation can include stipends, but also wrap-around services like paid childcare and transportation support. During the periodic review, the City will evaluate existing compensation policies and implement the guidance of the Office of Equity to ensure a more robust and equitable public participation process.

Build Partnerships

Community based organizations (CBOs) and representatives of these organizations can be particularly helpful partners and collaborators because of their roles as trusted partners throughout the community. They also bring broader community perspectives, not only the perspectives of individual community members.

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).

Stakeholders

Climate change does not impact everyone equally, and climate planning 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.

Climate planning and environmental justice are key components relevant to a wide range of periodic review topics. As such, the Climate Element public participation 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 — people who experience the first and worst consequences of climate change. Engagement will also seek participation from those with technical expertise, cultural perspective, and/or lived experience.

Climate Policy Advisory Team

Engagement for the Climate Element in the Periodic Update will prioritize a **Climate Policy Advisory Team (CPAT)** to support co-creation in climate planning. The focus includes analyzing climate information, reviewing key deliverables, providing recommendations on climate focus and equity, and developing climate goals and policies. The CPAT could also 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 CPAT is anticipated to meet bi-monthly, though could meet more frequently as needed. The proposed timeline for establishment is Q2 2024.

CPAT Expertise and Members

Members of the CPAT should include a diverse group of community members and agency partners in addition to planners and public works professionals. The focus of the CPAT will be to collaboratively create a Climate Element in accordance with the WA Dept. of Commerce guidelines that centers equity and co-creation in policy development and implementation. A key focus of the process will identify and build partnerships with overburdened community organizations and members — people who experience the first and worst consequences of climate impacts, along with others to share their technical expertise, cultural perspective, and lived experience.

The team should include a variety of members with the following expertise considerations:

- developing and implementing zoning, land use, housing policy;
- expertise with a climate nexus in:
    - transportation and public works;
    - hazard mitigation and emergency management;
    - sustainability, environment, and natural resources;
    - public health;
    - other areas of expertise as prioritized;
- community members and leaders within overburdened and frontline communities;
- environmental justice, climate justice, and resilience expertise and lived experience;
- Tribal governments;
- Indigenous communities and organizations, such as urban Native organizations;
- community engagement specialists;
- public schools and youth engagement;
- economic and community development specialists;

- businesses and minority entrepreneurs;
- interested residents and neighborhood representatives;
- legal advisors to make sure goals and policies are consistent with state and local laws; and,
- elected officials who will provide oversight and can champion the project from beginning to end.

Alignment and coordination with the City Council Sustainability Action Subcommittee and Environmental Justice & Equity Workgroup, as well as the Equity Subcommittee, will be prioritized to ensure collaboration and efficiency in City engagement across the Council Office and the Mayor's Office.

Tribal Engagement

Special emphasis in climate planning guidance includes Tribal Engagement. Tribal engagement encompasses all levels of Tribal communication and partnership, from formal government-to-government consultation to informal coordination. Formal outreach should be emphasized for Tribes that have reservation lands, ancestral lands and waters, and/or "usual and accustomed areas." Climate planning will also work to conduct Tribal engagement and coordination with Tribal communities through conversations focused on information sharing with Tribal staff. This includes working with Indigenous groups that are not Tribal governments, such as urban Native American organizations.

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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.

The Climate Element will integrate with engagement around the periodic update. However, specific engagement around the topic of climate, climate justice, and environmental justice warrants more targeted efforts. Strategies will include efforts to embrace co-governance and establish a commitment to uphold the self-determination of communities, supporting communities to build their capacity to effectively participate in government processes, and in the process to develop shared governing power in principles, processes, and results.

Community Engagement Strategy

A deeper engagement strategy and more detailed tactics and timeline will be developed with the climate planning consultant team. Together, Planning staff and the consultant team will create an engagement strategy that is informed by the Climate Policy Advisory Team and community-based partners. 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. Environmental justice will be a key principle, and the project team will work to identify and recruit overburdened community organizations and members — people who experience the first and worst consequences of climate change.

Examples of strategies that will be considered include:

- Interviews with city staff, elected officials, partner agencies, and community partners
- Workshops or listening sessions in partnership with community and Tribal organizations
- Public survey, meetings, workshops
- Interpretation and translation of engagement materials
- Focus groups with frontline communities and Tribal leaders
- Partnering on interactive events and pop-up events (virtual and in-person meetings)
- Participate in issue-specific forums to discuss their nexus with climate change
- 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 look into interactive online platforms 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 climate planning. 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 climate planning 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 specific to the Climate Element and how people experience climate as individuals and a community will be conducted as an initial community touchpoint. Key topics explored will include issues faced by households due to changing climate, hazards and risks that cause concern and climate anxiety, and establishing community climate priorities. 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

While youth engagement is a valuable endeavor for any planning topic, environmental justice and climate justice is a key concern of interest for younger generations who will bear the impacts of today's decisions. Youth engagement will provide a valuable lens in which to discuss other relevant topics. Partnership with Spokane Public Schools will be explored, including engaging the Spokane Student Advisory Council on Climate Change and working to discuss climate planning topics in classrooms. Youth representation on the Climate Policy Advisory Team will be additional formal avenues for youth engagement. Other ideas include

conducting planning "game nights" at community centers, libraries, and youth groups to discuss climate and play design-your-city activities. 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

Arts and Culture

Art is a powerful form to help communicate, interpret, expand awareness and understanding, and invite exploration from the community to engage in climate discussions and solutions. Thurston Regional Planning Council has previously partnered with local library and partners to host "Art of Change," an event that merged climate literacy, art, science, and policy. Staff hosted a pop-up library where visitors could sign up for a card and check out climate books, films, and other resources. Boston's Metropolitan Area Planning Council has prepared the Cool it with Art Guide as a resource guide for local governments, community-based organizations, and artists interested in working together to promote creative approaches to address climate-driven extreme heat impacts and to promote healthy, climate resilient communities. Innovative ideas and partnerships with local arts organizations will be explored as a focus in climate engagement. Such creative engagement efforts can counter the often negative or distressing connotation of climate discussions. The City will seek partnership with local organizations to support art and culture as part of the Climate Element discussion.

Engagement level: consult, involve, empower

Expo 74 50th Celebration

In 2024, Spokane will celebrate the 50th celebration of the 1974 Expo, which was the first environmentally-themed world's fair. From May 4th to July 4th, hundreds of community events will be taking place through the Spokane region in commemoration of Expo 74's 50th Anniversary, including transforming Riverfront Spokane into Expo Village. Planning staff will work together with other City divisions and departments and partner agencies to collaborate on participating in the 50th Anniversary events, including tabling to share information, build awareness, generate interest, and seek community feedback in the climate planning process.

Engagement level: inform, consult

Earth Day 2025

Earth Day happens every April 22, and 2025 will be the 55th Anniversary of Earth Day. Earth Day provides a thematic event to reach residents when they are thinking about climate and the environment. Planning staff will identify community events to coordinate with or create a community event to coincide with the event. The Spokane Library typically hosts events and the Spokane Climate Cup, hosted by Gonzaga, may provide the opportunity to engage with youth. The Climate Element project team will investigate the opportunity to partner with an event to table, seek community feedback, or share information about the periodic review climate work.

Engagement level: inform, consult

Evaluation

This PPP will be updated with deeper engagement strategies and a more detailed timeline of activities once the project is underway in collaboration with the consultant team. 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 feedback. 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

Tirrell Black, Asst. Planning Director
Periodic Review
509-625-6500
tblack@spokanecity.org

Maren Murphy, Senior Planner
Climate Element
509-625-6500
mmurphy@spokanecity.org

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	4/8/2024
Clerk's File #	RES 2024-0039
Renews #	
Cross Ref #	ORD C36511

Submitting Dept	PLANNING & ECONOMIC	**Project #**	
Contact Name/Phone	MAREN 6737	**Bid #**	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE JBINGLE		
Agenda Item Name	RESOLUTION REGARDING PARTICIPATION IN COMMUNITY CONNECTORS		

Agenda Wording

A RESOLUTION to participate in the Smart Growth America Community Connectors Program to build local capacity and reconnect the 5th Avenue community in the East Central Neighborhood, and co-design projects alongside the most impacted communities for r

Summary (Background)

The Spokane Community Connectors Program will bring together community and government partners to address the historical and ongoing harms from I-90 and the current development of US 395 in and around the 5th Avenue area. The City of Spokane is serving as the fiscal lead, though the funds are dedicated for the community to support the goals of the Community Connectors Program.

Lease? NO Grant related? YES 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	**$** $130,000	**#** tbd
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Committee Agenda Sheet
Urban Experience Committee

Committee Date	April 8, 2024
Submitting Department	Planning Services
Contact Name	Maren Murphy
Contact Email & Phone	mmurphy@spokanecity.org
Council Sponsor(s)	CMs Klitzke, Zappone, and Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 min
Agenda Item Name	Resolution Supporting Smart Growth America grant funds for the Community Connectors Program to Reconnect the 5th Avenue Community
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	With support from the Robert Wood Johnson Foundation, Smart Growth America in collaboration with Equitable Cities, the New Urban Mobility Alliance, and America Walks have created the Community Connectors Program to help advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure and tap available federal and state funds to support them. Smart Growth America has awarded $130,000 grant to Spokane for capacity building to partner with and work alongside impacted community in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The Spokane Community Connectors Program will bring together community and government partners to address the historical and ongoing harms from I-90 and the current development of US 395 in and around the 5th Avenue area. The City of Spokane is serving as the fiscal lead, though the funds are dedicated for the community to support the goals of the Community Connectors Program.

Fiscal Impact

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

Total Cost: $130,000

Current year cost: $130,000

Subsequent year(s) cost:

Narrative: Grant funds from Smart Growth America.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Funding through June 2025

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 Community Connectors program seeks to equip small and mid-sized communities to take advantage of USDOT's new programs ($4 billion over five years) for identifying, removing and repairing the wounds of divisive infrastructure, make a powerful case for a significantly larger effort, and also equip them to make use of the wider federal and state transportation programs to advance similar projects. The project aims to specifically support lower capacity communities most impacted who have structural disadvantages making it challenging to apply for federal funding or to steer their state toward smarter and more equitable investments in their communities. Lower capacity communities include those who have been excluded from public & private investment and deal with barriers resulting from concentrated poverty and/or structural racism. The Community Connectors Program will bring together community and government partners to address the historical and ongoing harms from I-90 and the current development of US 395 in the 5th Avenue area of the East Central neighborhood, focusing along and south of the I-90 corridor from Liberty Park to Frances Scott Elementary School. The group seeks to co-design solutions through an integrated and equitable approach of land use, transportation, housing and anti-displacement, economic opportunities, arts and culture, climate resilience, and community health so all residents can thrive.
- 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?
    - The focus of the grant program is to build partnerships and co-create plans and projects with the greatest ability to affect those most impacted. Data was analyzed in the application process to understand community overview, including demographic information, community type, land use, and important destinations.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
    - The grant is focused on capacity building, and will be working with Smart Growth America to track and understand progress made. As part of the grant, an independent research group selected and funded by Robert Wood Johnson Foundation will conduct an evaluation of Community Connectors Program. As a condition of accepting this assistance, grantees agree to participate in the evaluation.
- 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 is a follow-up to the 5th Avenue Initiative and Community Strategy, adopted in by Council in 2021 (RES 2021-0022). It is also aligned with the subarea planning priority under ARPA to direct planning resources to economically disadvantaged areas.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
    - This was not reviewed by a council subcommittee, but staff is working closely with 5th Avenue community leaders, Council President Wilkerson, and council staff on the grant program.

RESOLUTION NO. 2024-0039

A RESOLUTION to participate in the Smart Growth America Community Connectors Program to build local capacity and reconnect the 5th Avenue community in the East Central Neighborhood, and co-design projects alongside the most impacted communities for repairing the damage of divisive highway infrastructure.

WHEREAS, Smart Growth America in collaboration with Equitable Cities, the New Urban Mobility Alliance, and America Walks have created the Community Connectors program to help advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure and tap available federal and state funds to support them; and,

WHEREAS, the Community Connectors program seeks to equip small- and mid-sized communities to take advantage of USDOT's new transportation programs for identifying, removing and repairing the wounds of divisive infrastructure; and,

WHEREAS, the objectives of the Community Connectors program are to support community and government project teams to build partnerships and co-create plans and projects with the greatest ability to affect those most impacted; expand capacity to co-design projects with the most impacted communities while centering equity and climate; create new and diverse partnerships; demonstrate how to leverage and align funds from various sources for greater social impact; and support communities through the process of applying for state and federal funding; and,

WHEREAS, Spokane was one of 15 communities selected nationally to participate in the Community Connectors program and receive a capacity building grant of $130,000 in addition to customized technical assistance and participating in a learning exchange program from September 2023 to June 2025; and,

WHEREAS, the Spokane Community Connectors team will bring together impacted community and government partners to address harms and disinvestment to historically marginalized populations in the 5th Avenue area in East Central Neighborhood, south of the I-90 corridor from Liberty Park to Frances Scott Elementary School; and,

WHEREAS, the construction of I-90 was divisive and isolated the 5th Avenue community, displaced residents and businesses, devastated economic opportunities, and destroyed park space, and the 5th Avenue area is being impacted by the construction of the US 395 North Spokane Corridor; and,

WHEREAS, the 5th Avenue community has built systems of resilience and entrepreneurship that centers diversity, justice, and cultural vibrancy, and East Central has many culturally important organizations and businesses today; and,

WHEREAS, the 5th Avenue community is one of the most diverse areas in Spokane with strong Black and African American, Asian, Marshallese, and Latino/Hispanic communities; and,

WHEREAS, the City of Spokane adopted the 5th Avenue Initiative Community Strategy in February 2021 (RES 2021-0022) as the culmination of a multi-year process of community engagement and work by the residents, businesses, and community leaders in collaboration with the City and agency partners; and,

WHEREAS, the 5th Avenue Initiative is recognized as a record of the stakeholders' and community's ongoing desire and effort to revitalize 5th Avenue, encourage equitable development, and create a vibrant, healthy, active, safe, and connected community; and,

WHEREAS, the Community Connectors Program will seek to build on this effort and co-design solutions by centering the most impacted communities through an integrated and equitable approach of land use, transportation, housing and anti-displacement, economic opportunities, arts and culture, climate resilience, and community health so all residents can thrive; and,

WHEREAS, the Community Connectors Program aims to build synergy among numerous community and public projects that interact with the 5th Avenue area with collaboration, coordination, communication, transparency, and accountability; and,

WHEREAS, the City of Spokane will serve as the lead for grant administration and work alongside the Community Connectors team and impacted communities within the 5th Avenue area to dedicate funding towards capacity building, including conducting meaningful engagement and supporting the participation of community-based organizations and residents through stipends and other ways to minimize reduce for participation.

NOW THEREFORE,

BE IT RESOLVED, that the City of Spokane will participate in the Smart Growth America Community Connectors program to support co-creation of locally driven actions to help reconnect the 5th Avenue community.

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:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	RES 2024-0040
Renews #	
Cross Ref #	

Submitting Dept	CITY COUNCIL	**Project #**	
Contact Name/Phone	NICOLETTE 6711	**Bid #**	
Contact E-Mail	NOCHELTREE@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE JBINGLE		
Agenda Item Name	0320 - A RESOLUTION APPOINTING MEMBERS TO THE HOUSING ACTION		

Agenda Wording

A Resolution appointing members to the Housing Action Subcommittee

Summary (Background)

The Housing Action Subcommittee (HAS) was established by City Council via RES 2021-0020 on March 22, 2021 as an ad hoc subcommittee of the Urban Experience Committee intended to advise Council on housing policy and to receive and examine applications for housing funding as established by Chapter 08.07C of the Spokane Municipal Code. However, no members have ever been formally appointed to the Housing Action Subcommittee.

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	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Committee Agenda Sheet
Urban Experience Committee

Submitting Department	City Council
Contact Name	Nicolette Ocheltree
Contact Email & Phone	nocheltree@spokanecity.org x6711 cell 509.828.0522
Council Sponsor(s)	CM Zappone, CM Klitzke, CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 mins
Agenda Item Name	A Resolution Appointing Members to the Housing Action Subcommittee
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2020, the Washington State legislature passed House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services. On November 30, 2020 the Spokane City Council passed ORD C35982 imposing a sales and use tax as authorized by RCW 82.14.530 and enacting Chapter 08.07C of the Spokane Municipal Code titled Sales and Use Tax for Housing and Housing-Related Supportive Services. The Housing Action Subcommittee (HAS) was established by City Council via RES 2021-0020 on March 22, 2021 as an ad hoc subcommittee of the Urban Experience Committee intended to advise Council on housing policy and to receive and examine applications for housing funding as established by Chapter 08.07C of the Spokane Municipal Code. The resolution also described the roles and responsibilities of the HAS and minimum membership requirements. However, no members have ever been formally appointed to the Housing Action Subcommittee. Under the guidance of past and present Council Presidents' and City Council Member liaisons to the HAS, a path forward has been proposed to batch appoint new members beginning with grandfathering in members who have regularly attended Housing Action Subcommittee Meetings in the past.
Proposed Council Action	Proposed Council Action is a vote to approve RES 2024-XXXX to appoint members to the Housing Action Subcommittee **PROPOSED TIMELINE** ➢ April 8th - Urban Experience ○ Resolution discussed at Committee ➢ April 15th - City Council Advance Agenda ○ Resolution briefed during Briefing Session ➢ April 22nd - City Council Legislative Session ○ Resolution voted on by Council
Fiscal Impact Total Cost: N/A Approved in current year budget? ☐ Yes ☐ No ☒ N/A	

Funding Source ☐ One-time ☐ Recurring
Specify funding source: N/A

Expense Occurrence ☐ One-time ☐ Recurring

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?

Appointing members to the Housing Action Subcommittee will have a positive impact on historically excluded communities. The membership categories required for the HAS reflect the intent to include representatives from historically excluded communities in the decision-making process on the Sales and Use Tax for Affordable Housing and Housing Related Services as defined in SMC 08.07C. Furthermore, many of the funding priorities and processes explicitly identify goals such as: "Addressing the racial wealth gap through increasing homeownership for populations that have historically been subject to discrimination in housing markets or housing policy" (SMC 08.07C.050 D 4); including the Equity Subcommittee in the review of all applications for the Sales and Use Tax for Affordable Housing and Housing Related Services funds (SMC 08.07C.050 C); "Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy." (SMC 08.07C.030 C)

It should also be noted that, "Appointments to the sub-committee shall be made to ensure a significant degree of participation by people who have been most negatively impacted by the present housing crisis and historical patterns of discrimination in housing markets and housing policy, including families at risk of homelessness or with a lived experience of homelessness; Black, Indigenous, and other people of color; immigrants; seniors; people with disabilities; domestic violence survivors, unaccompanied homeless youth or young adults; and veterans." (SMC 08.07C.040)

The Housing Action Subcommittee members also serve an advisory role to Council Members on any matters concerning Housing and Homelessness that Council Members wish to send to the Subcommittee to review.

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?

See above for the commitment to employing a racial equity framework in the appointment of members as well as the priorities and processes they are tasked with undertaking as these inherently elevate and incorporate a need to employ racial equity tools and methodologies to collect and track such data to the best of their abilities, especially when reviewing the progress made by the group overtime. Project specific data should also be collected by the CHHS department and quarterly reports on the status of projects awarded Sales and Use Tax for Affordable Housing and Housing Related Services funding will be made to Council per SMC 08.07C.050 (H)

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

See above. Furthermore, such data (and adjacent data from other reliable sources) will be periodically reviewed by members of the Housing Action Subcommittee. A summary of any recommendations and/or formal analysis made by the Housing Action Subcommittee will presented at a future Urban Experience Committee Meeting by either the chair of the Housing Action Subcommittee or the Housing and Homelessness Initiative Manager.
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 proposed Resolution 2024-XXXX alights with Council Resolution 2021-0020 that formed the Housing Action Subcommittee as an ad hoc subcommittee of the Urban Experience Committee. Proposed RES 2024-XXXX also aligns with Spokane Municipal Code Chapter 08.07C which outlines the purpose and intent, funding processes, and priorities adopted by Council in November of 2020 and updated in July of 2023.

RESOLUTION NO. 2024-0040

A Resolution appointing members to the Housing Action Subcommittee

WHEREAS, in 2020, the Washington State legislature passed House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services; and

WHEREAS, on November 30, 2020 the Spokane City Council passed ORD C35982 imposing a sales and use tax as authorized by RCW 82.14.530 and enacting Chapter 08.07C of the Spokane Municipal Code titled Sales and Use Tax for Housing and Housing-Related Supportive Services; and

WHEREAS, the Housing Action Subcommittee was established by City Council via RES 2021-0020 on March 22, 2021 as an ad hoc subcommittee of the Urban Experience Committee intended to advise Council on housing policy and to receive and examine applications for housing funding as established by Chapter 08.07C of the Spokane Municipal Code; and

WHEREAS, Resolution 2021-0020 describes the roles and responsibilities of the Housing Action Subcommittee as well as the minimum membership requirements; and

WHEREAS, no members have ever been formally appointed to the Housing Action Subcommittee and it is the desire of Council to "batch appoint" new members beginning with grandfathering in members who have regularly attended Housing Action Subcommittee meetings in the past; and

WHEREAS, the following individuals have regularly attended Housing Action Subcommittee meetings in the past:

1. Abrams, Dvir
2. Alexander, Kathryn
3. Anderson, Terri
4. Baker, Quinton
5. Benson, Alisha
6. Beyreuther, Todd
7. Cael, Loretta
8. Chowa, Theresa
9. Cline, Molly O.
10. Corker, Steve
11. Engle, Doug
12. Erickson, Ryan
13. Francis, Greg
14. Girardot, Michelle
15. Harris, Rebecca

16. Hocking, Phil
17. Hunter, Duaa-Rahemaah
18. Jennings, Brian
19. Jessen, Dane
20. Kelly, Keith
21. Klemme, Daniel
22. Kropp, Paul
23. Lenhart, Amber
24. Lippman, Robert
25. Louie, Ryann
26. Manning, Ami
27. Martel, Amber
28. Mesa, Jennyfer
29. Mukanya, Elysee
30. Pacheco Jones, Carmen
31. Paine, Isaiah
32. Pappas, Michelle
33. Peterson, Drew
34. Sherazi, Naghmana
35. Stuckart, Ben
36. Tomsic, Carol
37. Trusty, Ana
38. Ward, Marc
39. Watkins, Darin
40. Williams, Kristine
41. Winger, Cliff

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council does appoint these individuals as members of the Housing Action Subcommittee.

Adopted by the City Council this ____ day of _____, 2024.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RES 2024-0040 (NAVARRETE AMENDMENT)(04-19-24)

Strike the entire resolution and substitute the following in its place:

RESOLUTION NO. 2024-0040

A Resolution appointing members to the Housing Action Subcommittee

WHEREAS, in 2020, the Washington State legislature passed House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services; and

WHEREAS, on November 30, 2020 the Spokane City Council passed ORD C35982 imposing a sales and use tax as authorized by RCW 82.14.530 and enacting Chapter 08.07C of the Spokane Municipal Code titled Sales and Use Tax for Housing and Housing-Related Supportive Services; and

WHEREAS, the Housing Action Subcommittee was established by City Council via RES 2021-0020 on March 22, 2021 as an ad hoc subcommittee of the Urban Experience Committee intended to advise Council on housing policy and to receive and examine applications for housing funding as established by Chapter 08.07C of the Spokane Municipal Code; and

WHEREAS, Resolution 2021-0020 describes the roles and responsibilities of the Housing Action Subcommittee as well as the minimum membership requirements; and

WHEREAS, no members have ever been formally appointed to the Housing Action Subcommittee and it is the desire of Council to “batch appoint” new members beginning with grandfathering in members who have regularly attending Housing Action Subcommittee meetings in the past; and

WHEREAS, the following individuals have regularly attending Housing Action Subcommittee meetings in the past:

1. Abrams, Dvir
2. Alexander, Kathryn
3. Anderson, Terri
4. Baker, Quinton
5. Benson, Alisha
6. Beyreuther, Todd
7. Cael, Loretta
8. Chowa, Theresa
9. Cline, Molly O.
10. Corker, Steve
11. Engle, Doug

12. Erickson, Ryan
13. Francis, Greg
14. Girardot, Michelle
15. Harris, Rebecca
16. Hocking, Phil
17. Hunter, Duaa-Rahemaah
18. Jennings, Brian
19. Jessen, Dane
20. Kelly, Keith
21. Klemme, Daniel
22. Lenhart, Amber
23. Lippman, Robert
24. Louie, Ryann
25. Manning, Ami
26. Martel, Amber
27. Mesa, Jennyfer
28. Mukanya, Elysee
29. Pacheco Jones, Carmen
30. Paine, Isaiah
31. Pappas, Michelle
32. Peterson, Drew
33. Sherazi, Naghmana
34. Stuckart, Ben
35. Tomsic, Carol
36. Trusty, Ana
37. Ward, Marc
38. Watkins, Darin
39. Williams, Kristine
40. Winger, Cliff

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council does appoint these individuals as members of the Housing Action Subcommittee

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:** 03/11/2024

Committee Agenda type: Discussion

Council Meeting Date: 03/25/2024

Date Rec'd	2/28/2024
Clerk's File #	ORD C36504
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact Name/Phone	ADAM	509.625.6779	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE	PDILLON	KKLITZKE
Agenda Item Name	0520-MAYOR'S OFFICE - COMMITTEE UPDATE - LODGING TAX ADVISORY		

Agenda Wording

This ordinance updates the Lodging Tax Advisory Committee to reflect state law, establish grant frequency, and lists grant evaluation criteria. This committee has not met in over two years.

Summary (Background)

The City levies lodging taxes, also known as "hotel/motel taxes," on lodging at hotels, motels, and short-term rentals bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days. The tax is collected as a sales tax and paid by the customer at the time of the transaction, and state law requires revenues from this tax to be used for tourism promotion activities or tourism-related facilities.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 112,462
Current Year Cost	$ 112,462
Subsequent Year(s) Cost	$

Narrative

While there is no fiscal impact to this ordinance, there is a little over $400,000 in the Hotel/Motel Lodging Tax Fund to be utilized for lodging tax grants.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
amcdaniel@spokanecity.org	zzappone@spokanecity.org
jgunn@spokanecity.org	

Committee Agenda Sheet
Urban Experience Committee

Committee Date	3/22/2024
Submitting Department	City Council
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Zappone, Dillon, and Klitzke
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	Lodging Tax Advisory Committee Update
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Lodging Tax (Hotel/Motel Tax)** The City levies lodging taxes, also known as "hotel/motel taxes," on lodging at hotels, motels, and short-term rentals bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days. The tax is collected as a sales tax and paid by the customer at the time of the transaction, and state law requires revenues from this tax to be used for tourism promotion activities or tourism-related facilities. **Proposed Ordinance** This ordinance updates the Lodging Tax Advisory Committee to reflect state law, establish grant frequency, and lists grant evaluation criteria. This committee has not met in over two years. The Committee members were appointed by the Council on March 4th, March 11th, and March 18th. **Section 1 - Establishment** Updates the Lodging Tax Advisory Committee to reflect current state law language regarding purpose and scope of the committee. **Section 2 - Membership** • Codifies that this committee is appointed annually per state law. • Provides the ability of the Council to add non-voting members to create a larger committee focused on special events. The City of Bellingham has a similar board that includes City employees who help navigate challenges with special events. **Section 3 – Lodging Tax Advisory Program** • Adds evaluative criteria and application requirements per state law. • Establishes that the grants are made biannually. Provides the Council the ability to change award frequency by resolution.

Fiscal Impact

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

Total Cost: $112,462

Current year cost: $112,462

Subsequent year(s) cost:

Narrative: While there is no fiscal impact to this ordinance, there is a little over $400,000 in the Hotel/Motel Lodging Tax Fund to be utilized for lodging tax grants.

Funding Source ☐ One-time ☒ Recurring ☐ N/A
Specify funding source: Taxes
Is this funding source sustainable for future years, months, etc? Yes. The Lodging Tax is levied upon the sale of lodging from hotels, motels, short-term rentals etc.

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?

This ordinance codifies the process for recommending funding to cultural events.

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 ordinance does not create specific reporting requirements. Overall lodging tax reporting requirements are governed by RCW 67.28.1816. Internally, the City's program report could include information regarding funding recommendations to cultural events hosted by organizations representing historically excluded communities.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Lodging tax reporting requirements are governed by RCW 67.28.1816.

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?

Mayor Brown's Transition Report - ***Make it possible for neighborhood and cultural activities and events to thrive.***

Comprehensive Plan: Social Health – Arts and Cultural Enrichment

ORDINANCE NO C36504

An ordinance altering the Lodging Tax Advisory Committee, creating the Lodging Tax Advisory Program; amending sections 04.30.010 and 04.030.020 of the Spokane Municipal Code, and adding a new section to Chapter 04.30 of the Spokane Municipal Code.

WHEREAS, pursuant to RCW 67.28.1816, the City Council established the Lodging Tax Advisory Committee ("LTAC") to make recommendations for funding of tourism and marketing activities from the lodging excise tax authorized by RCW 67.28.180;

WHEREAS, the enabling provisions of the Spokane Municipal Code relating to the lodging excise tax and the Lodging Tax Advisory Committee require updating to reflect state law, and further to establish frequency of grants funded by the lodging excise tax, and to provide grant evaluation criteria.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 04.30.010 of the Spokane Municipal Code is amended to read as follows:

04.30.010 Establishment

Pursuant to RCW 67.28.1817 there is established a Lodging Tax Advisory Committee. ((~~to review and comment to the city council on any proposal to:~~

~~A. increase the rate of,~~

~~B. repeal an exemption from, or~~

~~C. change the use of revenue received from~~

~~the special excise tax upon the furnishing of lodging authorized by RCW 67.28.180 (the hotel/motel tax).~~))

A. The Lodging Tax Advisory Committee shall review, comment, and make recommendations to the city council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

B. The Committee shall make program recommendations to the city council. The city council shall make the final decision on all lodging tax grants and may adjust recipients and funding levels from the recommendations of the Committee provided the council satisfies the requirements of RCW 67.28.1817.

Substitute Version filed 3/15/2024
Approved by Sponsors Zappone & Klitzke

C. The Committee may make recommendations to the mayor and city council regarding policies, programs, and projects to enhance tourism and support cultural activities and events throughout the city.

Section 2. That Section 04.30.020 of Chapter 04.30 of the Spokane Municipal Code is amended to read as follows:

04.30.020 Membership

((~~The~~)) Consistent with RCW 67.28.1817, the Committee consists of seven voting members nominated by the mayor and appointed by the city council annually. The membership is comprised of:

A. ((~~three~~)) Three representatives of businesses required to collect the tax levied by SMC 08.08.010; and

B. ((~~three~~)) Three persons involved in activities authorized to be funded by the revenue from the tax levied by SMC 08.08.010; and

C. ((~~one~~)) One member of the city council, who shall chair the Committee.

D. The city council may appoint additional members to the Committee who are involved in tourism and cultural activities, including representatives from the City of Spokane. Additional members shall be considered nonvoting members for purposes of any Committee recommendations.

E. City residence shall not be required for appointment of members appointed pursuant to 04.30.020.A nor for members appointed in nonvoting status.

Section 4. There is enacted a new section 04.30.030 to Chapter 04.30 of the Spokane Municipal Code to read as follows:

04.30.030 Lodging Tax Grant Program

A. The Lodging Tax Grant Program is funded by the lodging tax authorized by RCW 67.28 and levied pursuant to SMC 08.08.010.

B. Lodging tax grants shall be used to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities or to support tourism facilities in the city of Spokane. Applications for Lodging Tax Grant Program funding must include the following:

1. The total amount of grant funds requested;

2. The budget for the project; and

3. Tourism estimates required by RCW 67.28.1816.

C. Lodging tax grants are awarded on a biannual basis. The city council may change the frequency of Lodging tax grants by resolution.

D. Lodging tax grants shall be made on a reimbursement basis, and no funds shall be advanced in support of a project.

Section 5. 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 6. 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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

That ordinance C36504 be stricken in its entirety and the following substituted in its place:

ORDINANCE NO 36504

An ordinance relating to "Spokane Tourism and Cultural Investment (TACI) Grants Committee, formerly the Lodging Tax Advisory Committee program; amending Chapter SMC 4.30.010 and 4.30.020 and adopting a new section 4.30.030 to chapter 4.30 of the Spokane Municipal Code.

WHEREAS, pursuant to RCW 67.28.1816, the City Council established the Lodging Tax Advisory Committee ("LTAC") to make recommendations for funding of tourism and marketing activities from the lodging excise tax authorized by RCW 67.28.180; and

WHEREAS, the enabling provisions of the Spokane Municipal Code relating to the lodging excise tax and the Lodging Tax Advisory Committee require updating to reflect state law, and further to establish the frequency of the grants funded by the lodging excise tax, and to provide grant evaluation criteria; and

WHEREAS, on recommendation of the existing Lodging Tax Advisory Committee, the name of the committee is being changed to the "Spokane Tourism and Cultural Investment (TACI) Grants Committee" to better reflect its function.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 04.30 of the Spokane Municipal Code is amended to read as follows:

04.30 ((~~Lodging Tax Advisory Committee~~)) <u>Tourism and Cultural Investment Grant Committee</u>

Section 2. Section 04.30.010 of the Spokane Municipal Code is amended to read as follows:

04.30.010 Establishment

Pursuant to RCW 67.28.1817 there is established a lodging tax advisory committee, <u>which shall be named the Spokane Tourism and Cultural Investment (TACI) Grants Committee</u>. ((~~to review and comment to the city council on any proposal to~~

~~A. increase the rate of,~~

~~B. repeal an exemption from, or~~

~~C. change the use of revenue received from~~

~~the special excise tax upon the furnishing of lodging authorized by RCW 67.28.180 (the hotel/motel tax).~~))

A. The Spokane Tourism and Cultural Investment Grants Committee shall review, comment, and make recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

B. The Committee shall make Spokane Tourism and Cultural Investment Grants recommendations to the City Council. The City Council shall make the final decision on all grants and may adjust recipients and funding levels from the grant recommendations of the Committee provided the Council satisfy the requirements of RCW 67.28.1817.

C. The Committee may make recommendations to the mayor and city council regarding policies, programs, and projects to enhance tourism activities and events throughout the city.

Section 3. That Section 04.30.020 of Chapter 04.30 of the Spokane Municipal Code is amended to read as follows:

04.30.020 Membership

Consistent with RCW 67.28.1817, ((~~The~~)) the Committee consists of seven voting members nominated by the mayor and appointed by the city council annually. The membership is comprised of:

A. Three representatives of businesses required to collect the tax levied by SMC 08.08.010; and

B. Three persons involved in activities authorized to be funded by the revenue from the tax levied by SMC 08.08.010;

C. One member of the city council, who shall chair the committee.

D. Membership of the committee is determined by RCW 67.28.1817.

E. Members appointed pursuant to SMC 04.30.020A shall live in or within fifty miles of the city limits of Spokane and must have an in-person work role within the City of Spokane.

Section 4. There is enacted a new section 04.30.030 to Chapter 04.30 of the Spokane Municipal Code to read as follows:

04.30.030 Spokane Tourism and Cultural Investment Grants Program

A. The Spokane Tourism and Cultural Investment Grants program is funded by the Lodging Tax authorized by RCW 67.28 and levied pursuant to SMC 08.08.010.

B. The Spokane Tourism and Cultural Investment Grants Committee grants shall be used to support programs, and projects to enhance tourism activities and tourism events in the city of Spokane, including uses permitted in accordance with RCW 67.28.1816. Applications for Spokane Tourism and Cultural Investment Grants must include the following:

    1. the total amount of grant funds requested;

    2. the budget for the project; and

    3. tourism estimates required by RCW 67.28.1816.

C. Spokane Tourism and Cultural Investment Grants are awarded on a biannual basis. The City Council may change the frequency of the grants by resolution.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or words 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 6. 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:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	ORD C36513
Renews #	
Cross Ref #	

Submitting Dept	FIRE	**Project #**	
Contact Name/Phone	LANCE DAHL (509)625-7005	**Bid #**	
Contact E-Mail	IDAHL@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Agenda Item Name	2021 WILDLAND URBAN INTERFACE CODE ADOPTION (IWUIC)		

Agenda Wording

Adopt the 2021 Wildland Urban Interface Code Adoption, which will give the City of Spokane the tools it needs to allow building in Wildland-urban interface areas.

Summary (Background)

These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the wildland-urban interface areas. Using these tools will allow Spokane Citizens the flexibility to modify their property to account for defensible space and the proper level of ignition resistant materials as related to these requirements. Thus, providing a higher level of safety to the Spokane Community.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ N/A
Current Year Cost	$ N/A
Subsequent Year(s) Cost	$ N/A

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	O'BERG, JULIE		
Division Director	O'BERG, JULIE		
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Lance Dahl idahl@spokanecity.org	SFD Accounting sfdaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Dave Kokot dkokot@spokanecity.org	Julie O'Berg joberg@spokanecity.org
Tom Williams tmwilliams@spokanecity.org	Dermott Murphy dgmurphy@spokanecity.org

Council Briefing Paper
Public Safety and Community Health

Committee Date	PSCHC * April 8, 2024
Submitting Department	Spokane Fire
Contact Name	Deputy Chief Lance Dahl, Dermott Murphy Building Official
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	Paul Dillon, Betsy Wilkerson, Michael Cathcart
Select Agenda Item Type	☒ Consent ☒ Discussion Time Requested: 10 minutes
Agenda Item Name	2021 Wildland Urban Interface Code Adoption (IWUIC)
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Adopt the 2021 Wildland Urban Interface Code Adoption (IWUIC), which will give the City of Spokane the tools it needs to allow building in Wildland-urban interface areas. These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the Wildland-urban interface areas. Using these tools will allow Spokane Citizens the flexibility to modify their property to account for defensible space and the proper level of ignition resistant materials as related to these requirements. Thus, providing a higher level of safety to the Spokane Community. The currently adopted Washington State Wildland Urban Interface Code (WUI) passed this last Legislative session does not take into account defensible space and requires everyone that builds in the wildland urban interface to build at the highest standard of ignition resistant materials (IRI).

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: 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 ☐ One-time ☐ Recurring ☒ 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?
- 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

Council Subcommittee Review

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

ORDINANCE NO. C36513

An ordinance relating to the fire code amending SMC section 17F.110.010 of the Spokane Municipal Code.

WHEREAS, The recent wildland fires in the Spokane area have heightened the concerns about building construction in wildland urban interface areas, and the City of Spokane Developer Services Center and Spokane Fire Department is looking to continue to prevent and mitigate the loss of life and property from wildfires through focused programs, mitigation, and construction codes; and

WHEREAS, wildfires are responsible for significant reduction of loss of property, life, financial loss, and major disruption to city infrastructure and services; and

WHEREAS, the existing adopted Wildland Urban Interface Code (WUI) by Spokane was intended to use the State amended version as a basis and the State version has removed key sections of the model code; and

WHEREAS, the Department of Natural Resources has developed a base map that can be used to determine wildland urban interface areas in the jurisdiction and will be updated per State Legislative action; and

WHEREAS, the Washington State Legislature has adopted a WUI that applies the most restrictive requirements to construction in the wildland urban interface; and

WHEREAS, the model IWUIC is allowed by RCW 19.27.031 to be adopted in lieu of the State amended version.

NOW THEREFORE, the City of Spokane does ordain:

Section 17F.110.010 Adoption of International Wildland-Urban Interface Code

A. The ((~~Washington State current amended edition of the~~)) International Wildland-Urban Interface Code (IWUIC) including appendices and related standards, published by the International Code Council, as modified by this title, is adopted by of the City of Spokane except as otherwise provided. The edition adopted of the IWUIC shall be the same edition as the International Building Code adopted by Washington State.

B. The following amendments are made to the International Wildland-Urban Interface Code:

1. Section 101.1 is modified to read as follows:

101.1 Title. These regulations shall be known as the Wildland-Urban Interface Code of the City of Spokane, hereinafter referred to as “this code”.

((~~2~~)) ~~Sections 101.5, 108.3, 108.4, 108.7, 402.1.1, 402.1.2, 402.2, 402.2.1, 402.2.2, and 402.3 are adopted as published.~~))

2((~~3~~)) Section 103.1 is modified to read as follows:

103.1 Creation of enforcement agency. The building code official and fire code official are hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the City of Spokane pertaining to designated wildland-urban interface areas. For such purposes, ((~~the code building official and fire marshal shall be known as the code)) official.~~ the building code official shall have authority over building specific requirements, and the fire code official shall have authority over site specific requirements.

3((~~4~~)) Section 110.4.7 is modified to read as follows:

110.4.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class I civil infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/25/2024
Clerk's File #	ORD C36514
Renews #	
Cross Ref #	

Submitting Dept	PLANNING & ECONOMIC	**Project #**	
Contact Name/Phone	SPENCER X6097	**Bid #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE JBINGLE KKLITZKE		
Agenda Item Name	0650 - Q1 PAPER CUTS CODE TEXT AMENDMENTS		

Agenda Wording

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes.

Summary (Background)

Paper Cuts Code amendments for SMC 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A - Impact Fee Schedule; 17G.020.040 Amendment Frequency;

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

N/A

Amount		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	RICHMAN, JAMES		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Spencer Gardner sgardner@spokanecity.org	smacdonald@spokanecity.org
tblack@spokanecity.org	jchurchill@spokanecity.org
rbenzie@spokanecity.org	tkimbrell@spokanecity.org
amccall@spokanecity.org	

Committee Agenda Sheet
Urban Experience Committee

Submitting Department	Planning Services & Economic Development
Contact Name	Jackie Churchill
Contact Email & Phone	jchurchill@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 min
Agenda Item Name	Paper Cuts Code Amendments Q1 2024
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to help enforce development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants. Paper Cuts Code amendments for SMC 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.
Proposed Council Action	Approval

Fiscal Impact

Total Cost: Click or tap here to enter text.

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

Funding Source ☐ One-time ☐ Recurring

Specify funding source: N/A

Expense Occurrence ☐ One-time ☐ Recurring

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- these changes are minor in nature and only seek to improve clarity of code language.
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- no data will be collected as a result of these minor text amendments.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A- no data will be collected as a result of these minor text amendments
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? These text amendments do not change the application or outcome related to the enforcement of the UDC. Proposed text amendments are minor in nature and do not affect alignment with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, etc.

ORDINANCE NO. C36514

AN ORDINANCE relating to the paper cuts code amendments 2024 project making minor changes to the Unified Development Code that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code, amending Spokane Municipal Code (SMC) sections 04.16.040 Membership, 17A.020.020 B Definitions, 17A.020.080 H Definitions, 17C.120.110 Limited Use Standards, 17C.122.070 Center and Corridor Allowed Uses, 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses, 17C.190.450 Medical Centers, 17C.200.050 Street Tree Requirements, 17D.010.020 Concurrency Test, 17D.010.030 Certificate of Capacity, 17D.075.180 Appendix A – Impact Fee Schedule, 17G.020.040 Amendment Frequency, 17G.061.010 Summary of Land Use Application Procedures, 17G.061.320 Notice of Decision, 17G.070.030 Development Standards, and 17H.010.120 Alleys; and adopting a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of Planning Services as well as other City departments to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, as part of the Paper Cuts 2024 project, Planning Services has identified multiple sections of the SMC requiring minor corrections and/or clarification; and

WHEREAS, in the City of Spokane Comprehensive Plan Chapter 3 Land Use, Policy 7.2 Continuing Review Process, calls out a process to periodically review and correct the SMC; and

WHEREAS, by the public process outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A), and the Planning Services Staff Report (Exhibit B), interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given an opportunity to be heard; and,

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

WHEREAS, on January 23, 2024, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before the adoption of proposed changes to the Unified Development Code according to RCW 36.70A.106; and,

WHEREAS, on February 28, 2024, a notice of intent to adopt was issued through the City of Spokane Gazette according to SMC 17G.025.010; and,

WHEREAS, a legal notice of a SEPA Determination of Nonsignificance was issued by the director of Planning Services and published in the Spokesman Review on February

28, 2024, for the amendment related to the proposed code text amendments. No comments were received; and,

WHEREAS, before the Plan Commission public hearing a legal notice was published in the *Spokesman-Review* on February 28 and March 6, 2024; and,

WHEREAS, on March 13, 2024, the Plan Commission held a public hearing on the proposed amendments. No testimony was heard; and,

WHEREAS, on March 13, 2024, the Plan Commission voted to recommend the City Council adopt the proposed amendments (see Exhibit A); and,

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); 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 Services Staff Report (Exhibit B) and the City of Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes.

NOW, THEREFORE, the City of Spokane Does ordain:

Section 1. That Section 04.16.040 SMC is amended to read as follows:

Section 04.16.040 Membership

The bicycle advisory board has ten members appointed by the city council according to the procedures of SMC 4.01.030. An eleventh member ((~~under the age of eighteen~~)) between the ages of sixteen and twenty-two may be appointed to the board.

Section 2**.** That Section 17A.020.020 SMC is amended to read as follows:

Section 17A.020.020 “B” Definitions

A. Backed Sign.

See SMC 17C.240.015.

B. Balloon Sign.

See SMC 17C.240.015.

C. Bank Carving.

The incorporation of masses of alluvium or other weak bank materials into a stream channel because of undermining, usually in high flow stages.

D. Bank Erosion.

The incorporation of masses of alluvium or other weak bank materials into a stream channel.

E. Bankfull Width.

1. For streams, the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth. In cases where multiple channels exist, bankfull width is the sum of the individual channel widths along the cross-section.

2. For lakes, ponds, and impoundments, line of mean high water.

3. For periodically inundated areas of associated wetlands, line of periodic inundation, which will be found by examining the edge of inundation to ascertain where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland.

F. Banner.

See SMC 17C.240.015.

G. Bas-relief.

Sculptural form in which shapes or figures are carved in a flat surface and project only slightly from the background.

H. Base Flood.

The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the “one hundred year flood.”

I. Base Flood Elevation (BFE)

The elevation to which floodwater is anticipated to rise during the base flood.

J. Basement.

The portion of a building having its floor sub-grade (below ground level) on all sides.

K. Bedrock.

Means a general term for rock, typically hard, consolidated geologic material that underlies soil or other unconsolidated, superficial material or is exposed at the surface.

L. Bee.

Any stage of development of the common domestic honeybee, Apis mellifera species.

M. Beekeeper.

A person owning, possession, or controlling one or more colonies of bees.

N. Best Available Science.

Current scientific information used in the process to designate, protect, or restore critical areas, which is derived from a valid scientific process.

O. Best Management Practices.

The utilization of methods, techniques, or products that have been demonstrated to be the most effective and reliable in minimizing environmental impacts.

P. Bicycle Facilities

Facilities designated for use by bicyclists and sometimes by other non-motorized users. The following types of bikeway facilities are identified and further defined in the Comprehensive Plan:

1. Bike-Friendly Route.
2. Shared lane.
3. Neighborhood Greenway.
4. Bicycle lane, both striped and physically protected.
5. Shared-use pathway.

Q. Binding Site Plan – Final.

A drawing to a scale which:

1. identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters provided in SMC 17G.080.060;
2. contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land; and
3. contains provisions making any development be in conformity with the site plan.
4. A binding site plan can only be used on property zoned commercial or industrial.

R. Binding Site Plan – Preliminary.

A neat and approximate drawing of a proposed binding site plan showing the general layout of streets, alleys, lots, blocks, and other elements required by this chapter. The preliminary binding site plan shall be the

basis for the approval or disapproval of the general layout of a binding site plan.

S. Block.

A group of lots, tracts, or parcels within well-defined and fixed boundaries. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines, or a combination of the two, unless an alley is desired, in which case a block is comprised of two closed polygons bordered by street and alley right-of-way lines.

T. Block Frontage.

All of the property fronting on one side of a street that is between intersecting or intercepting streets, or that is between a street and a water feature, or end of a dead end street. An intercepting street determines only the boundary of the block frontage on the side of the street which it intercepts.

U. Board.

The board of county commissioners of Spokane County.

V. Boating Facilities.

Boating facilities include uses for boat or launch ramps. Boating facility use generally requires shoreline modification with impacts to the shoreline both waterward and landward of the ordinary high-water marks.

W. Boundary Line Adjustment.

A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

X. Breakaway Wall.

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Y. Breezeway.

A breezeway is a roofed passageway joining two separate structures.

Z. Building.

1. A “building” is a structure, or part, used or intended for supporting or sheltering any use or occupancy.

2. The term includes “factory-built structure” and “mobile home.”

3. “Building” does not include a recreational vehicle.

4. “Building” means a structure that has a roof and is enclosed on at least fifty percent of the area of its sides for purposes of administration of zoning provisions.

AA. Building Base.

The plinth or platform upon which a building wall appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

AB. Building Coverage.

((~~Building coverage is the total amount of ground area covered by a structure or structures.~~

~~1. For purposes of calculating building coverage, covered porches, covered decks, pergolas, trellis, or other feature covering a deck, patio or porch are considered structures and included in the building coverage calculations.~~

~~2. Building coverage also includes uncovered horizontal structures such as decks, stairways, and entry bridges that are more than forty-two inches above grade.~~

~~3. The calculation of building coverage includes the measurements of structures from the exterior wall including protrusions such as bay windows, but does not include the eave overhang.~~))

1. Included Items.

Building coverage is the total amount of ground area covered by a structure or structures. Coverage includes both conditioned and unconditioned space and is measured from the exterior wall. The following features are included in the calculation of Building Coverage:

a. Covered porches;

b. Covered decks;

c. Uncovered decks more than forty-two (42) inches above grade;

d. Covered stairways;

e. Uncovered stairways more than forty-two (42) inches above grade;

f. Entry bridges more than forty-two (42) inches above grade;

g. Pergolas;

h. Trellises;

i. Bay windows;

j. Cantilevered extensions; and

k. Eave overhangs exceeding twenty-four (24) inches.

2. Excluded Items.

a. Eave overhangs of twenty-four (24) inches or less; and

b. Uncovered decks, stairways, or entry bridges less than forty-two (42) inches above grade.

3. Eave Overhangs.

For eave overhangs that exceed twenty-four (24) inches, the entirety of the eave overhang shall be included in the calculation.

AC. Building Envelope.

The area of a lot that delineates where a building may be placed.

AD. Building Footprint

The Building Coverage attributable to an individual building.

((~~AD~~)) AE. Building Frontage.

The length of any side of a building which fronts on a public street, measured in a straight line parallel with the abutting street.

((AE)) AF. Building Official.

The officer or other designated authority charged with the administration and enforcement of the Building Code.

((AF)) AG. Build-to Line.

An alignment establishing a certain distance from the property line (street right-of-way line) along which the building is required to be built.

((AG)) AH. Bulkhead.

A solid or open pile wall erected generally parallel to and near the ordinary high-water mark for the purpose of protecting adjacent uplands from water or erosion. Bulkheads are considered a “hard” shoreline stabilization measure.

Section 3**.** That Section 17A.020.080 SMC is amended to read as follows:

Section 17A.020.080 "H" Definitions

A. Habitat.

What plants and animals call "home" Habitat for a particular plant or animal consists of the elements it needs to survive. These elements may be tied to temperature, water, soil, sunlight, source of food, refuge from predators, place to reproduce and other living and non-living factors. (taken from department of fish and wildlife).

B. Habitat Blocks.

Sections of habitat, such as grasslands, forest lands, or riparian areas. These can be either adjacent to other sections, or blocks, of habitat or isolated within urban areas.

C. Habitat Conservation.

Protection or preservation of habitat by various means, such as regulation or acquisition.

D. Habitat Fragmentation.

The separation or breakup of a habitat area into smaller sections or habitat blocks by activities, such as development, logging, and agriculture, often resulting in degraded habitat due to blocked migration corridors and decreased access to water and feeding areas. It can also create isolated populations of wildlife and a decrease in their genetic diversity.

E. Habitat Management Plan.

A fish and wildlife management plan developed to preserve and protect the ecological conditions and habitat specific to a particular site or location. Habitat management plans incorporate best management practices.

F. Hazard Tree.

Any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which, because of its location, is at risk of damaging permanent physical improvements to property or causing personal injury.

G. Hazardous Material.

Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 or WAC 173-303-100.

H. Hearing Officer.

1. A person or reviewing body appointed by the mayor to consider appeals under SMC 17E.010.140.

2. The officer makes reasonable rules and procedures for the conduct of the hearings authorized hereunder.

I. Height.

The height of a building is as defined in the International Building Code, Sec. 502.1 as “building height,” the vertical distance from grade plane to the average height of the highest roof surface. Building height for structures in the residential zones is referenced in SMC 17C.110.215, Building Height.

J. High Quality Vegetative Buffer.

A wetland buffer comprised of multilevel dense native vegetation including shrubs.

K. Highest Adjacent Grade.

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

L. Historic Landmark.

An historic site, object, building or structure designated pursuant to this chapter that serves as an example of the cultural, historical, architectural or archaeological development of Spokane and Spokane County.

M. Historic Preservation Officer (HPO).

The person charged with the daily operation of the historic preservation office and who:

1. under the administrative direction of the director of planning and economic development services, community and economic development, conducts the work program of the City/County historic preservation office; and

2. serves as the primary staff person for the City/County landmarks commission.

N. Historic Structure

For purposes of the floodplain regulations in chapter 17E.030 SMC, any structure that is:

1. Listed individually in the National Register of Historic Places, as maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic

district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

   a. By an approved state program as determined by the Secretary of the Interior, or

   b. Directly by the Secretary of the Interior in states without approved programs.

O. Hive.

Any Langstroth type structure with movable-frames intended for the housing of a bee colony. A hive typically consists of a cover, honey supers, brood chambers and a bottom board.

P. Homeowners' Association.

Any combination or group of persons or any association, corporation or other entity that represents homeowners residing in a short subdivision, subdivision, or planned unit development. A homeowners' association shall be an entity legally created under the laws of the State of Washington.

Q. House.

A detached dwelling unit located on its own lot.

R. Household.

<u>A household may be a single person, family, or unrelated persons living together, consistent with RCW 84.14.010.</u>

((~~A housekeeping unit consisting of:~~

~~1. an individual;~~

~~2. two or more related persons as defined in SMC 17A.020.180(M);~~

~~3. a group of two or more disabled residents protected under the Federal Fair Housing Amendment Act of 1988;~~

~~4. adult family homes as defined under Washington State law; or~~

~~5. a group living arrangement where six or fewer residents receive support services such as counseling, foster care or medical~~

~~supervision at the dwelling unit by resident or non-resident staff; and~~

~~6. up to six residents not related by blood or marriage who live together in a single- family dwelling, or in conjunction with any of the above individuals or groups, shall also be considered a household.~~

~~7. For purposes of this section, minors living with parent, legal custodian (including a foster parent), or legal guardian shall not be counted as part of the maximum number of residents.~~

~~8. Any limitation on the number of residents resulting from this definition shall not be applied in a manner inconsistent with the Fair Housing Amendment Act of 1988, 42 U.S.C. 360, et seq., the Washington law Against Discrimination, Chapter 49.60 RCW, and/or the Washington Housing Policy Act, RCW 46.63.220.~~))

S. Household Pet.

Any animal such as a cat, dog, rabbit, or bird (canary, parakeet, etc.), amphibian/reptile (turtle, lizard, etc.), rodent (rat, mouse, gerbil, etc.), or tropical fish that lives in or is kept within a residence or on a property contain the owner's residence. Young household pets under the age of four months are not included when counting household pets.

T. Hydraulic Project Approval (HPA).

A permit issued by the State department of fish and wildlife for modifications to waters of the State in accordance with RCW 77.55.

U. Hydric Soil.

Soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Field Indicators of Hydric Soils in the United States 6.0 or as amended.

V. Hydrophytic Vegetation.

Macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. The presence of hydrophytic vegetation shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.

Section 4**.** That Section 17C.120.110 SMC is amended to read as follows:

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.120-1.

1. Group Living.

   This regulation applies to all parts of Table 17C.120-1 that have a [1].

   a. General Standards.

      All group living uses except for alternative or post-incarceration facilities are allowed by right.

   b. Alternative or Post Incarceration Facilities.

      Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

   This regulation applies to all parts of Table 17C.120-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

   This regulation applies to all parts of Table 17C.120-1 that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. <u>Commercial parking on surface lots is not permitted in the O and OR zones.</u>

4. Drive-through Facility.

   This regulation applies to all parts of Table 17C.120-1 that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.

5. Quick Vehicle Servicing.

   This regulation applies to all parts of Table 17C.120-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.120.290.

6. Retail Sales and Service Uses Size Limitation.

   This regulation applies to all parts of Table 17C.120-1 that have a [6]. Retail sales and services are limited in size in order to reduce their

potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.

b. Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.

c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [7]. The limitations are stated in SMC 17C.120.280.

8. Industrial Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off- site impact standards of chapter 17C.220 SMC, the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area.

b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.

c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

   This regulation applies to all parts of Table 17C.120-1 that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

    This regulation applies to all parts of Table 17C.120-1 that have a [10]. 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.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

    This standard applies to all parts of Table 17C.120-1 that have a [13]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors.

Section 5**.** That Section 17C.122.070 SMC is amended to read as follows:

Section 17C.122.070 Center and Corridor Zone Allowed Uses

The uses allowed in the center and corridor zones are shown in ((~~Table 17C.122.070-1.~~)) Chapter 17C.122T Center and Corridor Zone Development Tables: Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

((~~**TABLE 17C.122.070-1**~~ ~~**CENTER AND CORRIDOR ZONE ALLOWED USES**~~			
~~Use is:~~ ~~**P** – Permitted~~ ~~**N** – Not Permitted~~ ~~**L** – Allowed, but special limitations~~ ~~**CU** – Conditional use review required~~	~~**CC Zone Type**~~		
	~~**Core Zones**~~		~~**Transition Zone**~~
	~~**CC1**~~	~~**CC2**~~	~~**CC4**~~
~~Residential*~~	~~P~~	~~P~~	~~P~~
~~Hotels, including Bed and Breakfast Inns~~	~~P~~	~~P~~	~~N~~
~~Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) – See Note 1 below)~~	~~P[1]~~	~~P[1]~~	~~L[4]~~
~~Eating and Drinking Establishments (for neighborhood centers (NC) – See Note 2 below)~~	~~P[2]~~	~~P[2]~~	~~N~~
~~Restaurants without Cocktail Lounges~~	~~P~~	~~P~~	~~L[4]~~
~~Professional and Medical Offices~~	~~P~~	~~P~~	~~L[4]~~

~~Entertainment, Museum and Cultural~~	~~P~~	~~P~~	~~N~~
~~Government, Public Service or Utility Structures, Social Services and Education~~	~~P~~	~~P~~	~~P~~
~~Religious Institutions~~	~~P~~	~~P~~	~~P~~
~~Parks and Open Space~~	~~P~~	~~P~~	~~P~~
~~Structured Parking*~~	~~P~~	~~P~~	~~P~~
~~Public Parking Lot~~	~~P~~	~~P~~	~~N~~
~~Limited Industrial (if entirely within a building) (for neighborhood centers (NC) – See Note 3 below)~~	~~P[3]~~	~~P[3]~~	~~N~~
~~Heavy Industrial~~	~~N~~	~~N~~	~~N~~
~~Drive-through Businesses on Pedestrian Streets~~	~~N~~	~~N~~	~~N~~
~~Motor Vehicles Sales, Rental, Repair or Washing~~	~~N~~	~~P~~	~~N~~
~~Automotive Parts and Tires (with exterior storage or display)~~	~~N~~	~~P~~	~~N~~
~~Gasoline Sales (serving more than six vehicles)~~	~~N~~	~~P~~	~~N~~
~~Gasoline Sale (serving six vehicles or less)~~	~~P~~	~~P~~	~~P~~
~~Self-storage or Warehouse~~	~~N~~	~~P~~	~~N~~
~~Adult Business (subject to chapter 17C.305 SMC special provisions)~~	~~N~~	~~N~~	~~N~~
~~Winery and Microbreweries~~	~~P~~	~~P~~	~~N~~
~~Mobile Food Vending~~	~~P[5]~~	~~P[5]~~	~~P[5]~~

~~* Uses especially encouraged through greater FAR and bonuses.~~
~~Notes:~~
~~[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.~~
~~[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.~~
~~[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.~~
~~[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per 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 sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.~~
~~[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.~~))

Section 6**.** That Section 7C.122T.001 SMC is amended to read as follows.

Section 17C.122T.001 Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: **P** – Permitted **N** – Not Permitted **L** – Allowed, but special limitations **CU** – Conditional use review required	**CC Zone Type**		
	Core Zones		**Transition Zone**
	CC1	**CC2**	**CC4**
Residential*	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) – See Note 1 below)	P[1]	P[1]	L[4]
Eating and Drinking Establishments (for neighborhood centers (NC) – See Note 2 below)	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Surface Lot Commercial Parking	N	N	N
Structured Commercial Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building) (for neighborhood centers (NC) – See Note 3 below)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses on Pedestrian Streets	N	N	N
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N

Mobile Food Vending	P[5]	P[5]	P[5]

* Uses especially encouraged through greater FAR and bonuses.
Notes:
[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per 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 sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.
[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.

Section 7**.** That there is adopted a new Section 17C.190.255 to Chapter 17C.190 of the Spokane Municipal Code to read as follows:

Section 17C.190.255 Public Parking Lot

A. Characteristics.

A parking facility that is not accessory to another use and is owned, operated, or maintained by the City or some other public agency.

Section 8**.** That Section 17C.190.450 SMC is amended to read as follows:

Section 17C.190.450 Medical Centers

A. Characteristics.

Medical Centers includes uses providing medical or surgical care to patients and offering overnight care. Medical Centers tend to be on multiple blocks or in campus settings.

B. Accessory Uses.

Accessory uses include outpatient clinics, offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities and housing facilities for staff or trainees.

C. Examples.

Examples include hospitals and medical complexes that include hospitals.

D. Exceptions.

1. Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol or drug problems, where patients are residents of the program, are classified in the Group Living category.

2. Medical clinics that provide care where patients are generally not kept overnight are classified as Office.

3. Emergency medical care clinics are classified as ((~~Retail Sales and Service~~)) Office.

Section 9**.** That Section 17C.200.050 SMC is amended to read as follows:

Section 17C.200.050 Street Tree Requirements

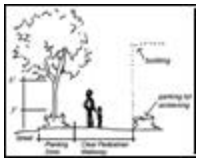
A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial, residential and FBC zones.

2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense as referenced in SMC 12.02.0210(B)(2).

4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.

5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1 Tree Planting Dimensional Standards [1]		
ZONE	**CONTINUOUS PLANTING STRIP** (minimum width as measured from back of curb)	**INDIVIDUAL PLANTING AREA** (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum ((~~6~~))8 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, R1, R2	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]
Notes: [1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis. [2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas.		

[3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones. [4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way. [5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.

2. Continuous Planting Strips.

   a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three (3) feet from ground level.

   b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three (3) feet from the edge of the automobile travel way.

3. Individual Planting Areas.

   a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.

   b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen (18) inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Tree Grates

Street Trees with plantings up to 3 ft.

c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Tree Grate with Tree Guard

d. Un-compacted soils are necessary for street trees. A minimum of one hundred (100) cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.

D. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting

2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.

3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five (25) feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing.

The objective, when planting and maintaining street trees, is to create and maintain in a healthy condition a continuous tree canopy over the sidewalk.

1. Continuous planting strips.

Average spacing shall be twenty-five (25) feet for small and columnar trees and thirty (30) feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.

2. Individual planting areas.

   Average spacing for all tree sizes and types shall be twenty-five (25) feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty (20) feet apart.

3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.

Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in SMC 17A.020.030 shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.

Section 10**.** That Section 17D.010.020 SMC is amended to read as follows:

Section 17D.010.020 Concurrency ((~~Test~~)) Review

A. Application.

All development permit applications are subject to a concurrency ((~~test~~)) review except those exempted in SMC 17D.010.030. If a concurrency ((~~test~~)) review is conducted for the preliminary plat application, no concurrency ((~~test~~)) review shall be required for the final plat application.

B. Procedures.

The concurrency ((~~test~~)) review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The planning and economic development services department shall provide the overall coordination of the concurrency ((~~test~~)) review by notifying the facility and service providers of all applications (not including applications for building permits which shall be processed and coordinated by the building services department in a manner consistent with this chapter) requiring a concurrency ((~~test~~)) review as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.060.090(C); notifying the

applicant of the ((~~test~~)) review results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.

3. ((~~The facility and service providers shall be responsible for annually reporting to the planning and economic development services department the total available and planned capacity of their facility or service as of the end of each calendar year. Such reporting shall be made no later than July 1st for inclusion in the amendment process of the City of Spokane comprehensive plan.~~))On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

C. ((~~Test~~)) Review.

Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency ((~~test~~)) review. For transportation, police protection, fire protection, schools, parks and recreation and libraries available and planned capacity will be used in conducting the concurrency ((~~test~~)) review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit to, the concurrency ((~~test~~)) review is ((~~passed~~)) satisfied. ((~~A certificate of capacity will be issued according to the provisions of SMC 17D.010.030.~~))

2. If the concurrency ((~~test~~)) review is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:

   a. modify the application to reduce the need for concurrency facilities that do not exist;

b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;

c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or

d. appeal the results of the concurrency ((~~test~~)) review to the hearing examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day reservation period is tolled from the date an appeal is filed until the date the hearing examiner signs his written opinion.

D. Concurrency Inquiry((~~— Application~~)).

An inquiry may be made as to ((~~applicant may inquire~~)) whether or not capacity exists within concurrency facilities ((~~exist~~)) without an accompanying request for a development permit. ((~~As set forth in SMC 8.02.0696, a fee may be charged for such concurrency test. Any available capacity cannot be reserved. A certificate of capacity will only be issued in conjunction with a development permit approval as outlined in SMC 17D.010.030.~~))

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Section 11**.** That Section 17D.010.030 SMC is amended to read as follows:

Section 17D.010.030 ((~~Certificate of~~)) Reservation of Capacity

A. ((~~Issuance.~~)) Reservation.

((~~A certificate of c~~)) Capacity shall be reserved for a specific development ((~~issued~~)) at the same time the development permit is issued and upon payment of any fee and/or performance of any condition required by a service provider.

1. ((~~A certificate of c~~)) Capacity shall be reserved ((~~apply~~)) only for ((~~to~~)) the specific land uses, densities, intensities and development project described in the application and development permit.

2. ((~~A certificate of c~~)) Capacity reserved for a specific development is not transferable t~~o~~ other land, but may be transferred to new owners of the original land.

B. ((~~Life Span of Certificate.~~)) Expiration.

((~~A certificate of c~~)) Capacity reserved for a specific development shall expire if the accompanying development permit expires or is revoked. ((~~A certificate of capacity may be extended according to the same terms and conditions as the accompanying development permit.~~)) If the development permit is granted an extension, the accompanying capacity shall continue to be reserved for the life of the permit. ((~~so shall the certificate of capacity.~~))

C. Unused Capacity.

Any capacity that is not used because the ((~~developer decides not to develop or the~~)) accompanying development permit((~~s~~)) expires shall be returned to the pool of available capacity.

D. No Impact.

Development permits for development which creates no additional impacts on any concurrency facility are exempt from the requirements of this chapter. Such development includes, but is not limited to:

1. any addition to a residence or accessory structure with no change in use or increase in the number of dwelling units;
2. interior renovations with no change in use or increase in number of dwelling units;
3. interior completion of a structure for use(s) with the same or less intensity as the existing use or a previously approved use;
4. replacement structure with no change in use or increase in number of dwelling units;
5. temporary construction trailers;
6. driveway, resurfacing or parking lot paving;
7. re-roofing of structures;
8. demolitions.

E. Exempt Permits.

The following development permits are exempt from the requirements of this chapter:

1. Boundary line adjustment;

2. Final plats;

3. Temporary use permit;

4. Variance;

5. Waiver;

6. Shoreline substantial development permit/variance.

F. Application Filed Before Effective Date of Certificate of Capacity Ordinance.

Complete development permit applications that have been submitted before the effective date of the Certificate of Capacity ordinance (March 30, 2005) are exempt from the requirements of this chapter.

G. Pre-existing Use Rights.

Development permits that were issued before March 30, 2005 shall be considered to have capacity as long as the accompanying development permit is valid. If the accompanying development permit does not expire, capacity shall be considered to exist for three years after March 30, 2005.

H. Single-family Homes and Duplexes.

Building permits for a single-family home and/or a duplex are exempt from the requirements of this chapter.

I. Interior Renovations.

Interior renovations that only add one additional dwelling unit are exempt from the requirements of this chapter.

J. Accessory Dwelling Units.

All accessory dwelling units, as defined in chapter 17C.300 SMC are exempt from the requirements of this chapter.

K. Accounting for Capacity.

The capacity for development permits exempted under subsections (C), (D), (E), (F) and (G) of this section shall be taken into account.

Section 12**.** That Section 17D.075.180 SMC is amended to read as follows:

Section 17D.075.180 Appendix A – Impact Fee Schedule

Appendix A – Impact Fee Schedule

Section 13**.** That Section 17G.020.040 SMC is amended to read as follows:

Section 17G.020.040 Amendment Frequency

The comprehensive plan shall be subject to continuing review and evaluation by the City. Amendment to the comprehensive plan should not be considered more frequently than once a year, **except** as described in RCW 36.70A.130 or in the following cases:

A. Initial adoption of a specific/subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea (RCW 36.70A.130(2)(a)(i)). However, as anticipated by the comprehensive plan, redesignations are exempt that comply with and implement the comprehensive plan policies regarding designations created as a part of initial neighborhood and centers planning efforts through the neighborhood planning program.

B. Adoption or amendment of the shoreline master program.

C. Amendment of the capital facilities program portion of the comprehensive plan that occurs concurrently with the adoption or amendment of a City budget.

D. Whenever an emergency exists. The plan commission will review a potential emergency situation, with advice from the city attorney's office, to determine if the situation does, in fact, necessitate an emergency comprehensive plan amendment. Findings must demonstrate a need of neighborhood or community-wide significance, and not a personal emergency on the part of a particular applicant or property owner. Potential emergency situations may involve official, legal or administrative actions, such as those to immediately avoid an imminent danger to public health and safety, prevent imminent danger to public or private property, prevent an imminent threat of serious environmental degradation or address the absence of adequate and available public facilities or services.

E. Changes necessary to resolve an appeal of a comprehensive plan filed with a growth management hearings board or with the court.

F. Changes necessary to address any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

((~~G. Changes to development regulations that are consistent with the comprehensive plan or are necessary to implement the comprehensive plan.~~))

((~~H.~~)) G. Technical corrections that would remove typographical errors or resolve a mapping error.

((~~I.~~)) H. Amendment to the Land Use Plan Map to accommodate an annexation into the city. Date Passed: Monday, August 21, 2017

Section 14. That Section 17G.061.010 SMC is amended to read as follows:

Section 17G.061.010 Summary of Land Use Application Procedures

Table 17G.061.010-1 summarizes the applications subject to this chapter. For any application type that is referenced in the land use codes, but not represented in Table 17G.061.010-1, the process shall be as identified in the application most closely associated with the application process definitions in SMC 17G.061.100.

TABLE 17G.061.010-1 SUMMARY OF APPLICATION TYPES AND REQUIREMENTS								
	Application Type	Notice of Community Meeting	Notice of Application	Notice of Hearing	Notice Content	Review Official	City Council Review	Expiration of Permit
BUILDING AND CODE ENFORCEMENT								
Building Permit without SEPA	((~~Type I~~)) Excluded	-	-	-	-	Building Official	-	180 days
Building Permit with SEPA (Commercial/Industrial/Other)	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Demolition Permit without SEPA	Type I	-	- [2]	- [1]	-	Building Official	-	180 days
Demolition Permit with SEPA [2]	Type I	-	Sign Posted Legal Newspaper	- [1]	-	Building Official	-	180 days
Fence Permit	Excluded	-	-	-	-	Building Official	-	180 days

Grading Permit without SEPA	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Grading Permit with SEPA	Type I	-	-	-	-	Building Official	-	180 days
Manufactured Home Permit	Excluded	-	-	-	-	Building Official	-	180 days
Sign Permit	Excluded	-	-	-	-	Building Official	-	180 days
Residential Building Permit	Excluded	-	-	-	-	Building Official	-	180 days
Remodel Permit	Excluded	-	-	-	-	Building Official	-	180 days
ENGINEERING SERVICES								
Address Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Approach Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Design Deviation – Street Design	Excluded	-	-	-	-	Engineering Director	-	180 days
Encroachment Permit	Excluded	-	-	-	-	Engineering	-	180 days

						Director		
LID Formation	Excluded	-	-	-	-	Engineering Director	-	180 days
Obstruction Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Road Closure	Excluded	-	-	-	-	Engineering Director	-	180 days
Sidewalk Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Stormwater Design Acceptance	Excluded	-	-	-	-	Engineering Director	-	180 days
Street Vacation	Excluded	-	-	-	-	Engineering Director	-	180 days
PLANNING AND ECONOMIC DEVELOPMENT SERVICES								
Accessory Dwelling Unit (ADU)	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Exemptions	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Interpretations/Determinations	Excluded	-	-	-	-	Planning Director	-	180 days

Binding Site Plan (BSP) – Preliminary	Type II	-	Individual Sign Posted	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Binding Site Plan (BSP) – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Boundary Line Adjustment (BLA)	Excluded	-	-	-	-	Planning Director	-	N/A
Certificate of Compliance (CC) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	N/A
Certificate of Compliance (CC) – Planning Director	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	N/A
Conditional Use Permit (CUP) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Conditional Use Permit (CUP) – Planning Director [3]	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	3 years

Floodplain Development with SEPA	Type I	Individual Sign Posted	Individual Sign Posted	-	Proposed use	Planning Director	-	180 days
Floodplain Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Home Occupation	Excluded	-	-	-	-	Planning Director	-	N/A
Long Plat – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted Newspaper	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years
Long Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Planned Unit Development (PUD) – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years [5]
Planned Unit Development (PUD) – Final	Excluded	-	-	-	-	Planning	Yes	N/A

						Director		
Shoreline Exemption/Determination/Interpretation	Excluded	-	-	-	-	Planning Director	-	Must comply with WAC 173-27-90
Shoreline Substantial Development Permit (SDP)	Type II	Individual Sign Posted	-	-	Project name Proposed use	Planning Director	-	Must comply with WAC 173-27-90
Shoreline Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Shoreline Conditional Use Permit (CUP)	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Short Plat – Preliminary with Standard Review and SEPA	Type II	-	Individual Sign Posted	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Short Plat – Preliminary with Standard Review and No SEPA	Type II	-	Individual Sign [4] Posted [4]	-	Project name Proposed use	Planning Director	-	5 years

					Acreage # of lots			
Short Plat – Preliminary with Minor Review	Type II	-	-	-	-	Planning Director	-	5 years
Short Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Skywalk	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	-	Hearing Examiner	Yes	Up to 25 year agreement
Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Proposed standard	Hearing Examiner	-	3 years
Rezone	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Proposed zone	Hearing Examiner	-	3 years

Footnotes

[1] Public Hearing is required if the structure is on the National Historic Register.

[2] Applications for demolition permits for the demolition of an entire building or structure shall, in addition to any applicable requirements under chapter 43.21C RCW, be subject to a ten-day review and comment period. This review and comment period shall run concurrently with any other applicable notice and comment period. Following receipt of such applications, copies shall be forwarded to the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the building or structure is located, at the address for such neighborhood council designee(s) that is on file with the department. Any comments submitted to the department by the neighborhood council during this review and comment period shall be provided to the applicant prior to issuing the demolition permit.

[3] Conditional Use Permits required under SMC 17C.111.110, Limited Use Standards for Religious Institutions and Schools, will complete posted/individual notification requirements for a Community Meeting.

[4] Sign and posted notice not required for 2-4 lots per SMC 17G.080.040(D)

[5] If a PUD is approved together with a preliminary plat, the expiration date for the PUD shall be the same as the expiration date of the preliminary plat.

Section 15**.** That Section 17G.061.320 SMC is amended to read as follows:

Section 17G.061.320 Notice of Decision

A. Decisions on Type I, II, and III project permit applications are made by the hearing examiner or director within ten days of the date the record is closed. The time for decision may be extended if the applicant agrees in writing. Subject to chapter 36.70B RCW, the time for decision may also be extended to allow time for additional public comment if the hearing examiner or director determines that notice was not properly mailed or posted; provided, a person is deemed to have received notice if that person appears at the hearing or submits timely written comments, even if notice was not properly mailed or posted. In making the decision, the hearing examiner or director may approve, approve with conditions, or deny the permit application. The decision is made in writing.

B. Within seven days of making the decision, the hearing examiner or director causes notice of decision to be provided as follows:

1. Written notice of decision is provided by the decision-maker concurrent to the decision.
2. Notice of a decision denying a permit application is given to the applicant. A full copy of the decision and any conditions of approval accompanies the notice of the decision to the applicant.
3. Notice of all other decisions is given to the applicant, all parties of record, and all persons who have requested to be given notice.
4. Notice of decision for Type I permit applications shall be the permit. For Type II and III permit applications the decision includes the following information:
    a. Location of the property.
    b. Description of the proposed action.
    c. Name, address, and office telephone number of the City official from whom additional information may be obtained.
    d. Applicant name and number.
    e. The decision made, including the environmental threshold determination.
    f. A list of persons who testified in person or in writing, or a summary of such a list.
    g. A list of exhibits or a summary of such a list.
    h. A statement of the decision criteria governing the application.
    i. A statement of the comprehensive plan policies governing the application.
    j. Findings of fact and conclusions relating the proposal to the decision criteria governing the application and which form the basis for the decision.
    k. A statement that a full copy of the decision may be obtained from the designated official for the cost of reproduction.
    l. The last date the decision may be appealed.
    m. The place the appeal must be filed.
    n. A statement of the fee to be charged for an appeal and the approximate cost to prepare any required transcripts.
    o. A statement that the decision will be final unless appealed; and

p. The signature of the person making the decision.

C. If the decision on a Type II or III project permit includes conditions of approval, a covenant must be recorded in the Spokane County auditor's office ((~~identifying~~)) which identifies the ((~~restrictions to use and to ((development of)) the property ((exist~~)) conditions. The covenant must be filed within the approval time limits of the permit or the approval becomes void. For rezones, the hearing examiner does not forward the rezone to the city council until the covenant has been filed.

D. The decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance must contain a statement that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the "date of filing" by department of ecology as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.149(5)(a) and (b).

E. Notice of decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall be submitted to the department of ecology along with a permit data sheet (Appendix A, WAC Chapter 173-27). For a shoreline conditional use permit or a shoreline variance, there is a thirty-day review by department of ecology. After this period, the department of ecology shall render and transmit to the City of Spokane and the applicant a final decision approving, approving with conditions, or disapproving the permit. The Planning Director shall provide notification within seven days of the department of ecology's final decision to those interested persons having requested notification.

Section 16**.** That Section 17G.070.030 SMC is amended to read as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

i. community building with indoor and/or outdoor recreation facilities;

ii. recreational vehicle and personal storage area;

iii. consolidated guest parking facilities.

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,

ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.

iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.

v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.

vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of

the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.

b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and

c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.

b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.

c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

a. The minimum lot size, lot depth and lot width standards may be modified.

b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

a. Front and rear yard setbacks.

i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.

ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.

iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

b. Side Yard Setbacks.

i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.

ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.

b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.215(C)(3).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:

a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.

b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.

c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

a. A homeowners' or property owners' association as regulated by state law.

b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

((~~1. Lot Size Transition~~))

((~~Transition requirements for lot sizes in the RA and R! zones cannot be waived or modified through the planned unit development process~~))

((~~2.~~)) 1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not "turn its back" on a

collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 17**.** That Section 17H.010.130 SMC is amended to read as follows:

Section 17H.010.130 Alleys

A. When constructed, alleys shall be provided at the rear or side of lots.

B. Where alleys are existing, or provided in new ((~~developments~~)) subdivisions and short subdivisions, on-site parking spaces shall be accessed from the alley and not the street unless approved by director of engineering.

C. Dead-end alleys shall be avoided wherever possible, but if unavoidable, shall be designed with adequate turn-around facilities or alternative connections acceptable to the director of engineering services at the dead-end.

D. All new alleys shall be constructed in conformance with the standard plans.

E. Public alleys shall be located in public right-of-way. If public utilities are to be located in an alley, the alley must be located in public right-of-way.

F. Private alleys may be located in a tract or on an easement. Tracts must be owned in common by the owners of the property served by the private alley or by a homeowner's association and must be designated on the plat as a special purpose tract. A maintenance agreement must be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private alley.

G. New alleys shall have a paved width of at least twelve feet and a clear width of at least twenty feet. The twenty-foot width shall not be obstructed in any manner, including the parking of vehicles, fences or utility structures.

((~~H. Alleys that serve as a primary access or as a fire access must have a paved width of at least twenty feet. Unless specifically approved by the city fire department, alleys are not considered a fire access.~~))

((~~I.~~)) H. Stormwater from all new alleys must be collected and treated according to the city's stormwater guidelines.

Passed the City Council _____

_____

Council President

Attest:

Approved as to form:

_____ _____

City Clerk Assistant City Attorney

_____ _____

Mayor Date

Effective Date: _____

17D.075.180

Appendix A

Impact Fee Schedule

2/21/2024

2024 Downtown District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP $210

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$230.76
Single Family Attached (duplex, townhouse)	215	dwelling	$139.93
Multi-Family 1-2 level	220	dwelling	$125.20
Multi-Family 3-10 level	221	dwelling	$95.74
ADU	-	dwelling	$95.74
Multi Family Low-Income (1-2 level	223	dwelling	$112.92
Assisted Living	254	bed	$46.83
Continuing Care Retirement Comm	255	dwelling	$37.07
Nursing Home	620	bed	$27.32
Commercial - Services			
Hotel (3 Levels or More)	310	room	$164.64
Hotel/Motel	320	room	$131.16
Movie Theater	444	sq ft/GFA	$0.47
Health Club	492	sq ft/GFA	$0.57
Day Care	565	sq ft/GFA	$1.17
Bank	912	sq ft/GFA	$1.27
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.13
Middle School	522	sq ft/GFA	$0.09
High School	530	sq ft/GFA	$0.11
University/College	550	ASF	$0.14
Religious Institute	560	sq ft/GFA	$0.12
Library	590	sq ft/GFA	$0.77
Hospital	610	sq ft/GFA	$0.26
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$1.07
General Office	710	sq ft/GFA	$0.37
Medical Office / Clinic	720	sq ft/GFA	$0.81
Office Park	750	sq ft/GFA	$0.36

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$0.38
Specialty Retail Center	826	sq ft/GLA	$0.22
Hardware/Paint Store	816	sq ft/GFA	$0.39
Nursery/Garden Center	817	sq ft/GFA	$0.71
Shopping Center	820	sq ft/GLA	$0.33
Car Sales - New/Used	841	sq ft/GFA	$0.48
Tire Store	848	Service bay	$427.83
Supermarket	850	sq ft/GFA	$0.84
Convenience Market	851	sq ft/GFA	$1.89
Pharmacy	881	sq ft/GFA	$0.59
Furniture Store	890	sq ft/GFA	$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	$696.93
Auto Parts & Service Center	943	sq ft/GFA	$0.52
Service Station/Minimart/Carwash	853	VFP	$720.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$0.31
Heavy Industrial	120	sq ft/GFA	$0.21
Industrial Park	132	sq ft/GFA	$0.27
Manufacturing	140	sq ft/GFA	$0.23
Warehousing	150	sq ft/GFA	$0.10
Mini-Storage	151	sq ft/GFA	$0.05
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$0.96
Quality Restaurant	931	sq ft/GFA	$0.92
High Turnover Restaurant	932	sq ft/GFA	$0.93
Fast Casual	-	sq ft/GFA	$1.55
Fast Food Restaurant	934	sq ft/GFA	$2.29
Coffee Shop with Drive-Thru	937	sq ft/GFA	$0.90

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 Northwest District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP $770

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$846.85
Single Family Attached (duplex, townhouse)	215	dwelling	$513.51
Multi-Family 1-2 level	220	dwelling	$459.46
Multi-Family 3-10 level	221	dwelling	$351.35
ADU	-	dwelling	$351.35
Multi Family Low-Income (1-2 level	223	dwelling	$414.41
Assisted Living	254	bed	$171.86
Continuing Care Retirement Comm	255	dwelling	$136.06
Nursing Home	620	bed	$100.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	$604.22
Hotel/Motel	320	room	$481.33
Movie Theater	444	sq ft/GFA	$1.74
Health Club	492	sq ft/GFA	$2.10
Day Care	565	sq ft/GFA	$4.28
Bank	912	sq ft/GFA	$4.68
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.47
Middle School	522	sq ft/GFA	$0.33
High School	530	sq ft/GFA	$0.39
University/College	550	ASF	$0.51
Religious Institute	560	sq ft/GFA	$0.42
Library	590	sq ft/GFA	$2.82
Hospital	610	sq ft/GFA	$0.96
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$3.93
General Office	710	sq ft/GFA	$1.34
Medical Office / Clinic	720	sq ft/GFA	$2.97
Office Park	750	sq ft/GFA	$1.33

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.41
Specialty Retail Center	826	sq ft/GLA	$0.80
Hardware/Paint Store	816	sq ft/GFA	$1.43
Nursery/Garden Center	817	sq ft/GFA	$2.62
Shopping Center	820	sq ft/GLA	$1.20
Car Sales - New/Used	841	sq ft/GFA	$1.78
Tire Store	848	Service bay	$1,570.06
Supermarket	850	sq ft/GFA	$3.07
Convenience Market	851	sq ft/GFA	$6.94
Pharmacy	881	sq ft/GFA	$2.17
Furniture Store	890	sq ft/GFA	$0.12
Quick Lubrication Vehicle Shop	941	Service Bay	$2,557.63
Auto Parts & Service Center	943	sq ft/GFA	$1.92
Service Station/Minimart/Carwash	853	VFP	$2,643.10
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$1.12
Heavy Industrial	120	sq ft/GFA	$0.79
Industrial Park	132	sq ft/GFA	$0.98
Manufacturing	140	sq ft/GFA	$0.84
Warehousing	150	sq ft/GFA	$0.37
Mini-Storage	151	sq ft/GFA	$0.19
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$3.51
Quality Restaurant	931	sq ft/GFA	$3.37
High Turnover Restaurant	932	sq ft/GFA	$3.41
Fast Casual	-	sq ft/GFA	$5.68
Fast Food Restaurant	934	sq ft/GFA	$8.42
Coffee Shop with Drive-Thru	937	sq ft/GFA	$3.30

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

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ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 South District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$2,866.08
Single Family Attached (duplex, townhouse)	215	dwelling	$1,737.94
Multi-Family 1-2 level	220	dwelling	$1,555.00
Multi-Family 3-10 level	221	dwelling	$1,189.12
ADU	-	dwelling	$1,189.12
Multi Family Low-Income (1-2 level	223	dwelling	$1,402.55
Assisted Living	254	bed	$581.66
Continuing Care Retirement Comm	255	dwelling	$460.48
Nursing Home	620	bed	$339.30
Commercial - Services			
Hotel (3 Levels or More)	310	room	$2,044.93
Hotel/Motel	320	room	$1,629.01
Movie Theater	444	sq ft/GFA	$5.90
Health Club	492	sq ft/GFA	$7.11
Day Care	565	sq ft/GFA	$14.47
Bank	912	sq ft/GFA	$15.83
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$1.59
Middle School	522	sq ft/GFA	$1.10
High School	530	sq ft/GFA	$1.31
University/College	550	ASF	$1.74
Religious Institute	560	sq ft/GFA	$1.43
Library	590	sq ft/GFA	$9.56
Hospital	610	sq ft/GFA	$3.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$13.28
General Office	710	sq ft/GFA	$4.54
Medical Office / Clinic	720	sq ft/GFA	$10.05
Office Park	750	sq ft/GFA	$4.51

BASE RATE PER PM TRIP **$2,606**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$4.76
Specialty Retail Center	826	sq ft/GLA	$2.72
Hardware/Paint Store	816	sq ft/GFA	$4.86
Nursery/Garden Center	817	sq ft/GFA	$8.86
Shopping Center	820	sq ft/GLA	$4.06
Car Sales - New/Used	841	sq ft/GFA	$6.01
Tire Store	848	Service bay	$5,313.74
Supermarket	850	sq ft/GFA	$10.38
Convenience Market	851	sq ft/GFA	$23.49
Pharmacy	881	sq ft/GFA	$7.36
Furniture Store	890	sq ft/GFA	$0.40
Quick Lubrication Vehicle Shop	941	Service Bay	$8,656.09
Auto Parts & Service Center	943	sq ft/GFA	$6.51
Service Station/Minimart/Carwash	853	VFP	$8,945.36
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$3.79
Heavy Industrial	120	sq ft/GFA	$2.66
Industrial Park	132	sq ft/GFA	$3.32
Manufacturing	140	sq ft/GFA	$2.85
Warehousing	150	sq ft/GFA	$1.25
Mini-Storage	151	sq ft/GFA	$0.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$11.88
Quality Restaurant	931	sq ft/GFA	$11.42
High Turnover Restaurant	932	sq ft/GFA	$11.55
Fast Casual	-	sq ft/GFA	$19.22
Fast Food Restaurant	934	sq ft/GFA	$28.50
Coffee Shop with Drive-Thru	937	sq ft/GFA	$11.15

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 Northeast District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$707.17
Single Family Attached (duplex, townhouse)	215	dwelling	$428.82
Multi-Family 1-2 level	220	dwelling	$383.68
Multi-Family 3-10 level	221	dwelling	$293.40
ADU	-	dwelling	$293.40
Multi Family Low-Income (1-2 level	223	dwelling	$346.06
Assisted Living	254	bed	$143.52
Continuing Care Retirement Comm	255	dwelling	$113.62
Nursing Home	620	bed	$83.72
Commercial - Services			
Hotel (3 Levels or More)	310	room	$504.56
Hotel/Motel	320	room	$401.94
Movie Theater	444	sq ft/GFA	$1.46
Health Club	492	sq ft/GFA	$1.75
Day Care	565	sq ft/GFA	$3.57
Bank	912	sq ft/GFA	$3.91
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.39
Middle School	522	sq ft/GFA	$0.27
High School	530	sq ft/GFA	$0.32
University/College	550	ASF	$0.43
Religious Institute	560	sq ft/GFA	$0.35
Library	590	sq ft/GFA	$2.36
Hospital	610	sq ft/GFA	$0.80
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$3.28
General Office	710	sq ft/GFA	$1.12
Medical Office / Clinic	720	sq ft/GFA	$2.48
Office Park	750	sq ft/GFA	$1.11

BASE RATE PER PM TRIP **$643**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.17
Specialty Retail Center	826	sq ft/GLA	$0.67
Hardware/Paint Store	816	sq ft/GFA	$1.20
Nursery/Garden Center	817	sq ft/GFA	$2.19
Shopping Center	820	sq ft/GLA	$1.00
Car Sales - New/Used	841	sq ft/GFA	$1.48
Tire Store	848	Service bay	$1,311.10
Supermarket	850	sq ft/GFA	$2.56
Convenience Market	851	sq ft/GFA	$5.80
Pharmacy	881	sq ft/GFA	$1.82
Furniture Store	890	sq ft/GFA	$0.10
Quick Lubrication Vehicle Shop	941	Service Bay	$2,135.79
Auto Parts & Service Center	943	sq ft/GFA	$1.61
Service Station/Minimart/Carwash	853	VFP	$2,207.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$0.94
Heavy Industrial	120	sq ft/GFA	$0.66
Industrial Park	132	sq ft/GFA	$0.82
Manufacturing	140	sq ft/GFA	$0.70
Warehousing	150	sq ft/GFA	$0.31
Mini-Storage	151	sq ft/GFA	$0.16
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$2.93
Quality Restaurant	931	sq ft/GFA	$2.82
High Turnover Restaurant	932	sq ft/GFA	$2.85
Fast Casual	-	sq ft/GFA	$4.74
Fast Food Restaurant	934	sq ft/GFA	$7.03
Coffee Shop with Drive-Thru	937	sq ft/GFA	$2.75

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 West Plains District
Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP **$3,750**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$4,124.25
Single Family Attached (duplex, townhouse)	215	dwelling	$2,500.88
Multi-Family 1-2 level	220	dwelling	$2,237.63
Multi-Family 3-10 level	221	dwelling	$1,711.13
ADU	-	dwelling	$1,711.13
Multi Family Low-Income (1-2 level	223	dwelling	$2,018.25
Assisted Living	254	bed	$837.00
Continuing Care Retirement Comm	255	dwelling	$662.63
Nursing Home	620	bed	$488.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	$2,942.63
Hotel/Motel	320	room	$2,344.13
Movie Theater	444	sq ft/GFA	$8.49
Health Club	492	sq ft/GFA	$10.23
Day Care	565	sq ft/GFA	$20.82
Bank	912	sq ft/GFA	$22.78
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$2.29
Middle School	522	sq ft/GFA	$1.58
High School	530	sq ft/GFA	$1.89
University/College	550	ASF	$2.50
Religious Institute	560	sq ft/GFA	$2.06
Library	590	sq ft/GFA	$13.76
Hospital	610	sq ft/GFA	$4.66
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$19.12
General Office	710	sq ft/GFA	$6.54
Medical Office / Clinic	720	sq ft/GFA	$14.46
Office Park	750	sq ft/GFA	$6.49

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$6.85
Specialty Retail Center	826	sq ft/GLA	$3.91
Hardware/Paint Store	816	sq ft/GFA	$6.99
Nursery/Garden Center	817	sq ft/GFA	$12.75
Shopping Center	820	sq ft/GLA	$5.84
Car Sales - New/Used	841	sq ft/GFA	$8.65
Tire Store	848	Service bay	$7,646.40
Supermarket	850	sq ft/GFA	$14.93
Convenience Market	851	sq ft/GFA	$33.80
Pharmacy	881	sq ft/GFA	$10.59
Furniture Store	890	sq ft/GFA	$0.58
Quick Lubrication Vehicle Shop	941	Service Bay	$12,456.00
Auto Parts & Service Center	943	sq ft/GFA	$9.37
Service Station/Minimart/Carwash	853	VFP	$12,872.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$5.46
Heavy Industrial	120	sq ft/GFA	$3.83
Industrial Park	132	sq ft/GFA	$4.78
Manufacturing	140	sq ft/GFA	$4.11
Warehousing	150	sq ft/GFA	$1.80
Mini-Storage	151	sq ft/GFA	$0.93
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$17.10
Quality Restaurant	931	sq ft/GFA	$16.43
High Turnover Restaurant	932	sq ft/GFA	$16.62
Fast Casual	-	sq ft/GFA	$27.66
Fast Food Restaurant	934	sq ft/GFA	$41.02
Coffee Shop with Drive-Thru	937	sq ft/GFA	$16.05

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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2/21/2024

2024 Latah District
Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP **$6,632**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$7,293.87
Single Family Attached (duplex, townhouse)	215	dwelling	$4,422.88
Multi-Family 1-2 level	220	dwelling	$3,957.31
Multi-Family 3-10 level	221	dwelling	$3,026.18
ADU	-	dwelling	$3,026.18
Multi Family Low-Income (1-2 level	223	dwelling	$3,569.34
Assisted Living	254	bed	$1,480.26
Continuing Care Retirement Comm	255	dwelling	$1,171.87
Nursing Home	620	bed	$863.49
Commercial - Services			
Hotel (3 Levels or More)	310	room	$5,204.13
Hotel/Motel	320	room	$4,145.66
Movie Theater	444	sq ft/GFA	$15.01
Health Club	492	sq ft/GFA	$18.08
Day Care	565	sq ft/GFA	$36.83
Bank	912	sq ft/GFA	$40.29
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$4.04
Middle School	522	sq ft/GFA	$2.80
High School	530	sq ft/GFA	$3.34
University/College	550	ASF	$4.43
Religious Institute	560	sq ft/GFA	$3.65
Library	590	sq ft/GFA	$24.33
Hospital	610	sq ft/GFA	$8.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$33.81
General Office	710	sq ft/GFA	$11.56
Medical Office / Clinic	720	sq ft/GFA	$25.57
Office Park	750	sq ft/GFA	$11.48

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
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Mini-Storage	151	sq ft/GFA	$1.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$30.23
Quality Restaurant	931	sq ft/GFA	$29.06
High Turnover Restaurant	932	sq ft/GFA	$29.40
Fast Casual	-	sq ft/GFA	$48.92
Fast Food Restaurant	934	sq ft/GFA	$72.54
Coffee Shop with Drive-Thru	937	sq ft/GFA	$28.38

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

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STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Paper Cuts Code Amendments	
Staff Contact:	Jackie Churchill Planner I jchurchill@spokanecity.org	Spencer Gardner Planning Director sgardner@spokanecity.org
Report Date:	March 6, 2024	
Hearing Date:	March 13, 2024	
Recommendation:	Approval	

I. SUMMARY

This proposal will amend sections 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

II. BACKGROUND

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to improve the enforcement of development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.

III. 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.

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.

Role of City Council

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify, or deny the proposed amendment 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	February 28, 2024
SEPA Determination of Non-significance issued	February 28, 2024
Plan Commission Public Hearing	March 13, 2024

SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance issued on February 28, 2024 for the proposed code amendments.

COMMENTS RECEIVED

- No comments were received as of March 5, 2024. All comments received between March 6, 2024 and March 13, 2024 will be forwarded to the Plan Commission prior to their public hearing.

IV. ANALYSIS

PROPOSAL DESCRIPTION

Code amendments:

- **04.16.040 Membership:** Code amended to create a range of allowable ages for the youth member of the Bicycle Advisory Board.
- **17A.020.020 "B" Definitions: Building Coverage:** The code was amended to clarify which portions of a building contribute to building coverage.
- **17A.020.020 "B" Definitions: Building Footprint:** The code was amended to add a definition of building footprint.
- **17A.020.080 "H" Definitions: Households:** The code was amended to be consistent with RCW **84.14.010**.
- **17C.120.110 Limited Use Standards:** The code was amended to clarify that commercial parking on surface lots is not permitted in the O and OR zones.
- **17C.122.070 Center and Corridor Zone Allowed Uses:** Table 17C.122.070-1 Center and Corridor Zone Allowed Uses was removed because it was a duplicate of Table 17C.122T.070-1. A reference was made to the updated table.
- **17C.122T.001 Table 17C.122.070-1 Center and Corridor Zone Allowed Uses:** The table was amended to amended to clarify Surface Lot Commercial Parking is not a permitted use in Center and Corridor Zones. It was also updated to clarify that Structured Commercial Parking is permitted in Center and Corridor Zoning.
- **17C.190.255 Public Parking Lot:** This code section was added to define the term "public parking lot".
- **17C.190.450 Medical Centers:** The code was amended for consistency. Emergency medical care clinics have been reclassified as office to be consistent with Section 17C.190.250(C) Office.

- **17C.200.050 Street Tree Requirements**: Updated TABLE 17C.200.050-1 to conform with current city practices for the Individual Planting Area in the Downtown Zone.
- **17D.010.020 Concurrency Test:** The section was amended to clarify and explain the concurrency review process.
- **17D.010.030 Certificate of Capacity:** The section was amended to clarify how and when capacity is reserved for permitted development.
- **17D.075.180 Appendix A – Impact Fee Schedule**: The impact fee schedule was amended to include the latest data from the 11th edition of the Trip Generation Manual to include attached housing.
- **17G.020.040 Amendment Frequency:** Code amended to remove irrelevant information.
- **Section 17G.061.010 Summary of Land Use Application Procedures:** Table 17G.061.010-1 Summary Of Application Types And Requirements has been amended to correct the application type for building without a permit.
- **17G.061.320 Notice of Decision:** The language in section C has been amended for clarity and to fix grammatical errors.
- **17G.070.030 Development Standards**: Section F (1) Lot Size Transition has been removed to be consistent with the current development code.
- **17H.010.130 Alleys:** Section B language has been updated to clarify when parking spaces shall be accessed from the alley and section H has been updated to remove unnecessary language regarding fire access.

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 the complete list. 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).

17G.025.010(G) Approval criteria

1. **The proposed amendment is consistent with the applicable provisions of the comprehensive plan.**

   Staff Analysis: The proposed amendments do not alter the outcomes of the Unified Development Code (UDC) and therefore remains consistent with the various comprehensive plan goals of managing land use in an efficient manner. Furthermore, clarifying or correcting errors in the UDC helps further goals of transparency in government.

2. **The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

   Staff Analysis: The purpose of development regulations in the UDC is to provide a vehicle to implement the City's comprehensive plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The UDC includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment and the proposed amendments to clarify or correct errors to the code language help further implement those goals.

V. DISCUSSION

The proposed text amendments clarify and correct errors within the UDC ensuring that the implementation and enforcement of the development regulations are more straightforward for City staff. The amendments also provide clarity for applicants as to what is expected for land use and building applications.

VI. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

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 or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested text amendments to 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; and new section, 17C.190.255 Public Parking Lot.

VIII. LIST OF EXHIBITS

A. Proposed text amendments
B. SEPA Determination of Non-significance

EXHIBIT A

Title 04 Administrative Agencies and Procedures

Chapter 04.16 Bicycle Advisory Board

Section 04.16.040 Membership

The bicycle advisory board has ten members appointed by the city council according to the procedures of SMC 4.01.030. An eleventh member ((~~under~~)) between the ages of sixteen and twenty-two ((~~eighteen~~)) may be appointed to the board.

Date Passed: Monday, August 31, 2009

Effective Date: Thursday, October 8, 2009

ORD C34474 Section 1

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Title 17A Administration

Chapter 17A.020 Definitions

Section 17A.020.020 “B” Definitions

A. Backed Sign.

See SMC 17C.240.015.

B. Balloon Sign.

See SMC 17C.240.015.

C. Bank Carving.

The incorporation of masses of alluvium or other weak bank materials into a stream channel because of undermining, usually in high flow stages.

D. Bank Erosion.

The incorporation of masses of alluvium or other weak bank materials into a stream channel.

E. Bankfull Width.

1. For streams, the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth. In cases where multiple channels exist, bankfull width is the sum of the individual channel widths along the cross-section.
2. For lakes, ponds, and impoundments, line of mean high water.
3. For periodically inundated areas of associated wetlands, line of periodic inundation, which will be found by examining the edge of inundation to ascertain where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland.

F. Banner.

See SMC 17C.240.015.

G. Bas-relief.

Sculptural form in which shapes or figures are carved in a flat surface and project only slightly from the background.

H. Base Flood.

The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the “one hundred year flood.”

I. Base Flood Elevation (BFE)

The elevation to which floodwater is anticipated to rise during the base flood.

J. Basement.

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The portion of a building having its floor sub-grade (below ground level) on all sides.

K. Bedrock.

Means a general term for rock, typically hard, consolidated geologic material that underlies soil or other unconsolidated, superficial material or is exposed at the surface.

L. Bee.

Any stage of development of the common domestic honeybee, Apis mellifera species.

M. Beekeeper.

A person owning, possession, or controlling one or more colonies of bees.

N. Best Available Science.

Current scientific information used in the process to designate, protect, or restore critical areas, which is derived from a valid scientific process.

O. Best Management Practices.

The utilization of methods, techniques, or products that have been demonstrated to be the most effective and reliable in minimizing environmental impacts.

P. Bicycle Facilities

Facilities designated for use by bicyclists and sometimes by other non-motorized users. The following types of bikeway facilities are identified and further defined in the Comprehensive Plan:

1. Bike-Friendly Route.
2. Shared lane.
3. Neighborhood Greenway.
4. Bicycle lane, both striped and physically protected.
5. Shared-use pathway.

Q. Binding Site Plan – Final.

A drawing to a scale which:

1. identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters provided in SMC 17G.080.060;
2. contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land; and
3. contains provisions making any development be in conformity with the site plan.
4. A binding site plan can only be used on property zoned commercial or industrial.

R. Binding Site Plan – Preliminary.

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A neat and approximate drawing of a proposed binding site plan showing the general layout of streets, alleys, lots, blocks, and other elements required by this chapter. The preliminary binding site plan shall be the basis for the approval or disapproval of the general layout of a binding site plan.

S. Block.

A group of lots, tracts, or parcels within well-defined and fixed boundaries. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines, or a combination of the two, unless an alley is desired, in which case a block is comprised of two closed polygons bordered by street and alley right-of-way lines.

T. Block Frontage.

All of the property fronting on one side of a street that is between intersecting or intercepting streets, or that is between a street and a water feature, or end of a dead end street. An intercepting street determines only the boundary of the block frontage on the side of the street which it intercepts.

U. Board.

The board of county commissioners of Spokane County.

V. Boating Facilities.

Boating facilities include uses for boat or launch ramps. Boating facility use generally requires shoreline modification with impacts to the shoreline both waterward and landward of the ordinary high-water marks.

W. Boundary Line Adjustment.

A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

X. Breakaway Wall.

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Y. Breezeway.

A breezeway is a roofed passageway joining two separate structures.

Z. Building.

1. A “building” is a structure, or part, used or intended for supporting or sheltering any use or occupancy.
2. The term includes “factory-built structure” and “mobile home.”

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3. “Building” does not include a recreational vehicle.
4. “Building” means a structure that has a roof and is enclosed on at least fifty percent of the area of its sides for purposes of administration of zoning provisions.

AA. Building Base.

The plinth or platform upon which a building wall appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

AB. Building Coverage.

((~~Building coverage is the total amount of ground area covered by a structure or structures.~~

~~1. For purposes of calculating building coverage, covered porches, covered decks, pergolas, trellis, or other feature covering a deck, patio or porch are considered structures and included in the building coverage calculations.~~

~~2. Building coverage also includes uncovered horizontal structures such as decks, stairways, and entry bridges that are more than forty two inches above grade.~~

~~3. The calculation of building coverage includes the measurements of structures from the exterior wall including protrusions such as bay windows, but does not include the eave overhang.~~))

1. Included Items.

Building coverage is the total amount of ground area covered by a structure or structures. Coverage includes both conditioned and unconditioned space and is measured from the exterior wall. The following features are included in the calculation of Building Coverage:

a) Covered porches;
b) Covered decks;
c) Uncovered decks more than forty-two (42) inches above grade;
d) Covered stairways;
e) Uncovered stairways more than forty-two (42) inches above grade;
f) Entry bridges more than forty-two (42) inches above grade;
g) Pergolas;
h) Trellises;
i) Bay windows;
j) Cantilevered extensions; and
k) Eave overhangs exceeding twenty-four (24) inches.

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2. Excluded Items.

a) Eave overhangs of twenty-four (24) inches or less; and
b) Uncovered decks, stairways, or entry bridges less than forty-two (42) inches above grade.

3. Eave Overhangs.

For eave overhangs that exceed twenty-four (24) inches, the entirety of the eave overhang shall be included in the calculation.

AC. Building Envelope.

The area of a lot that delineates where a building may be placed.

AD. Building Footprint

The Building Coverage attributable to an individual building.

((~~AD~~)) AE. Building Frontage.

The length of any side of a building which fronts on a public street, measured in a straight line parallel with the abutting street.

((~~AE~~)) AF. Building Official.

The officer or other designated authority charged with the administration and enforcement of the Building Code.

((~~AF~~)) AG. Build-to Line.

An alignment establishing a certain distance from the property line (street right-of-way line) along which the building is required to be built.

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((~~AG~~)) AH. Bulkhead.

A solid or open pile wall erected generally parallel to and near the ordinary high-water mark for the purpose of protecting adjacent uplands from water or erosion. Bulkheads are considered a “hard” shoreline stabilization measure.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 2

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Title 17A Administration

Chapter 17A.020 Definitions

Section 17A.020.080 "H" Definitions

A. Habitat.

What plants and animals call "home" Habitat for a particular plant or animal consists of the elements it needs to survive. These elements may be tied to temperature, water, soil, sunlight, source of food, refuge from predators, place to reproduce and other living and non-living factors. (taken from department of fish and wildlife).

B. Habitat Blocks.

Sections of habitat, such as grasslands, forest lands, or riparian areas. These can be either adjacent to other sections, or blocks, of habitat or isolated within urban areas.

C. Habitat Conservation.

Protection or preservation of habitat by various means, such as regulation or acquisition.

D. Habitat Fragmentation.

The separation or breakup of a habitat area into smaller sections or habitat blocks by activities, such as development, logging, and agriculture, often resulting in degraded habitat due to blocked migration corridors and decreased access to water and feeding areas. It can also create isolated populations of wildlife and a decrease in their genetic diversity.

E. Habitat Management Plan.

A fish and wildlife management plan developed to preserve and protect the ecological conditions and habitat specific to a particular site or location. Habitat management plans incorporate best management practices.

F. Hazard Tree.

Any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which, because of its location, is at risk of damaging permanent physical improvements to property or causing personal injury.

G. Hazardous Material.

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Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 or WAC 173-303-100.

H. Hearing Officer.

1. A person or reviewing body appointed by the mayor to consider appeals under SMC 17E.010.140.

2. The officer makes reasonable rules and procedures for the conduct of the hearings authorized hereunder.

I. Height.

The height of a building is as defined in the International Building Code, Sec. 502.1 as "building height," the vertical distance from grade plane to the average height of the highest roof surface. Building height for structures in the residential zones is referenced in SMC 17C.110.215, Building Height.

J. High Quality Vegetative Buffer.

A wetland buffer comprised of multilevel dense native vegetation including shrubs.

K. Highest Adjacent Grade.

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

L. Historic Landmark.

An historic site, object, building or structure designated pursuant to this chapter that serves as an example of the cultural, historical, architectural or archaeological development of Spokane and Spokane County.

M. Historic Preservation Officer (HPO).

The person charged with the daily operation of the historic preservation office and who:

1. under the administrative direction of the director of planning and economic development services, community and economic development, conducts the work program of the City/County historic preservation office; and

2. serves as the primary staff person for the City/County landmarks commission.

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N. Historic Structure

For purposes of the floodplain regulations in chapter 17E.030 SMC, any structure that is:

1. Listed individually in the National Register of Historic Places, as maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

    a. By an approved state program as determined by the Secretary of the Interior, or

    b. Directly by the Secretary of the Interior in states without approved programs.

O. Hive.

Any Langstroth type structure with movable-frames intended for the housing of a bee colony. A hive typically consists of a cover, honey supers, brood chambers and a bottom board.

P. Homeowners' Association.

Any combination or group of persons or any association, corporation or other entity that represents homeowners residing in a short subdivision, subdivision, or planned unit development. A homeowners' association shall be an entity legally created under the laws of the State of Washington.

Q. House.

A detached dwelling unit located on its own lot.

R. Household.

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1. A household may be a single person, family, or unrelated persons living together, consistent with RCW 84.14.010.

((~~A housekeeping unit consisting of:~~

~~1. an individual;~~

~~2. two or more related persons as defined in SMC 17A.020.180(M);~~

~~3. a group of two or more disabled residents protected under the Federal Fair Housing Amendment Act of 1988;~~

~~4. adult family homes as defined under Washington State law; or~~

~~5. a group living arrangement where six or fewer residents receive support services such as counseling, foster care or medical supervision at the dwelling unit by resident or non-resident staff; and~~

~~6. up to six residents not related by blood or marriage who live together in a single-family dwelling, or in conjunction with any of the above individuals or groups, shall also be considered a household.~~

~~7. For purposes of this section, minors living with parent, legal custodian (including a foster parent), or legal guardian shall not be counted as part of the maximum number of residents.~~

~~8. Any limitation on the number of residents resulting from this definition shall not be applied in a manner inconsistent with the Fair Housing Amendment Act of 1988, 42 U.S.C. 360, et seq., the Washington law Against Discrimination, Chapter 49.60 RCW, and/or the Washington Housing Policy Act, RCW 46.63.220.~~))

S. Household Pet.

Any animal such as a cat, dog, rabbit, or bird (canary, parakeet, etc.), amphibian/reptile (turtle, lizard, etc.), rodent (rat, mouse, gerbil, etc.), or tropical fish that lives in or is kept within a residence or on a property contain the owner's residence. Young household pets under the age of four months are not included when counting household pets.

T. Hydraulic Project Approval (HPA).

A permit issued by the State department of fish and wildlife for modifications to waters of the State in accordance with RCW 77.55.

U. Hydric Soil.

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Soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Field Indicators of Hydric Soils in the United States 6.0 or as amended.

V. Hydrophytic Vegetation.

Macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. The presence of hydrophytic vegetation shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.

Date Passed: Monday, October 25, 2021

Effective Date: Thursday, December 2, 2021

ORD C36117 Section 5

DRAFT

Title 17C Land Use Standards

Chapter 17C.120 Commercial Zones

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.120-1.

1. Group Living.

   This regulation applies to all parts of Table 17C.120-1 that have a [1].

   a. General Standards.

      All group living uses except for alternative or post-incarceration facilities are allowed by right.

   b. Alternative or Post Incarceration Facilities.

      Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

   This regulation applies to all parts of Table 17C.120-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

   This regulation applies to all parts of Table 17C.120-1 that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. <u>Commercial parking on surface lots is not permitted in the O and OR zones.</u>

4. Drive-through Facility.

   This regulation applies to all parts of Table 17C.120-1 that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.

5. Quick Vehicle Servicing.

   This regulation applies to all parts of Table 17C.120-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage

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on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.120.290.

6. Retail Sales and Service Uses Size Limitation.

   This regulation applies to all parts of Table 17C.120-1 that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

   a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.

   b. Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.

   c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

   This regulation applies to all parts of Table 17C.120-1 that have a [7]. The limitations are stated in SMC 17C.120.280.

8. Industrial Size Limitation.

   This regulation applies to all parts of Table 17C.120-1 that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off-site impact standards of chapter 17C.220 SMC, the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

   a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area.

   b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.

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c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

   This regulation applies to all parts of Table 17C.120-1 that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

    This regulation applies to all parts of Table 17C.120-1 that have a [10]. 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.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

    This standard applies to all parts of Table 17C.120-1 that have a [13]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors.

Date Passed: Monday, January 11, 2016

Effective Date: Wednesday, February 24, 2016

ORD C35346 Section 4

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Title 17C Land Use Standards

Chapter 17C.122 Center and Corridor Zones

Section 17C.122.070 Center and Corridor Zone Allowed Uses

The uses allowed in the center and corridor zones are shown in ((~~Table 17C.122.070-1.~~)) Chapter 17C.122T Center and Corridor Zone Development Tables: Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

~~**TABLE 17C.122.070-1**~~ ~~**CENTER AND CORRIDOR ZONE ALLOWED USES**~~			
~~Use is:~~ ~~**P** – Permitted~~ ~~**N** – Not Permitted~~ ~~**L** – Allowed, but special limitations~~ ~~**CU** – Conditional use review required~~	~~**CC Zone Type**~~		
	~~**Core Zones**~~		~~**Transition Zone**~~
	~~**CC1**~~	~~**CC2**~~	~~**CC4**~~
~~Residential*~~	~~P~~	~~P~~	~~P~~
~~Hotels, including Bed and Breakfast Inns~~	~~P~~	~~P~~	~~N~~
~~Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) – See Note 1 below)~~	~~P[1]~~	~~P[1]~~	~~L[4]~~
~~Eating and Drinking Establishments (for neighborhood centers (NC) – See Note 2 below)~~	~~P[2]~~	~~P[2]~~	~~N~~
~~Restaurants without Cocktail Lounges~~	~~P~~	~~P~~	~~L[4]~~
~~Professional and Medical Offices~~	~~P~~	~~P~~	~~L[4]~~
~~Entertainment, Museum and Cultural~~	~~P~~	~~P~~	~~N~~
~~Government, Public Service or Utility Structures, Social Services and Education~~	~~P~~	~~P~~	~~P~~
~~Religious Institutions~~	~~P~~	~~P~~	~~P~~
~~Parks and Open Space~~	~~P~~	~~P~~	~~P~~
~~Structured Parking*~~	~~P~~	~~P~~	~~P~~
~~Public Parking Lot~~	~~P~~	~~P~~	~~N~~

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~~Limited Industrial (if entirely within a building) (for neighborhood centers (NC) – See Note 3 below)~~	~~P[3]~~	~~P[3]~~	~~N~~
~~Heavy Industrial~~	~~N~~	~~N~~	~~N~~
~~Drive-through Businesses on Pedestrian Streets~~	~~N~~	~~N~~	~~N~~
~~Motor Vehicles Sales, Rental, Repair or Washing~~	~~N~~	~~P~~	~~N~~
~~Automotive Parts and Tires (with exterior storage or display)~~	~~N~~	~~P~~	~~N~~
~~Gasoline Sales (serving more than six vehicles)~~	~~N~~	~~P~~	~~N~~
~~Gasoline Sale (serving six vehicles or less)~~	~~P~~	~~P~~	~~P~~
~~Self-storage or Warehouse~~	~~N~~	~~P~~	~~N~~
~~Adult Business (subject to chapter 17C.305 SMC special provisions)~~	~~N~~	~~N~~	~~N~~
~~Winery and Microbreweries~~	~~P~~	~~P~~	~~N~~
~~Mobile Food Vending~~	~~P[5]~~	~~P[5]~~	~~P[5]~~

~~* Uses especially encouraged through greater FAR and bonuses.~~
~~Notes:~~
~~[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.~~
~~[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.~~
~~[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.~~
~~[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per 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 sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.~~
~~[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.~~

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Date Passed: Monday, June 23, 2014

Effective Date: Friday, August 8, 2014

ORD C35098 Section 4

Title 17C Land Use Standards

Chapter 17C.122T Center and Corridor Zone Development Tables

Section 17C.122T.001 Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: **P** – Permitted **N** – Not Permitted **L** – Allowed, but special limitations **CU** – Conditional use review required	**CC Zone Type**		
	Core Zones		**Transition Zone**
	CC1	**CC2**	**CC4**
Residential*	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) – See Note 1 below)	P[1]	P[1]	L[4]
Eating and Drinking Establishments (for neighborhood centers (NC) – See Note 2 below)	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Surface Lot Commercial Parking	N	N	N
Structured Commercial Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building) (for neighborhood centers (NC) – See Note 3 below)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses on Pedestrian Streets	N	N	N

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Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[5]	P[5]	P[5]

* Uses especially encouraged through greater FAR and bonuses.
Notes:
[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per 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 sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.
[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.

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Date Passed: Monday, June 23, 2014

Effective Date: Friday, August 8, 2014

ORD C35098

NEW SECTION

Title 17C Land Use Standards

Chapter 17C.190 Use Category Descriptions

Section 17C.190.255 Public Parking Lot

A. Characteristics.

A parking facility that is not accessory to another use and is owned, operated, or maintained by the City or some other public agency.

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Title 17C Land Use Standards

Chapter 17C.190 Use Category Descriptions

Article V. Institutional Categories

Section 17C.190.450 Medical Centers

A. Characteristics.

Medical Centers includes uses providing medical or surgical care to patients and offering overnight care. Medical Centers tend to be on multiple blocks or in campus settings.

B. Accessory Uses.

Accessory uses include outpatient clinics, offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities and housing facilities for staff or trainees.

C. Examples.

Examples include hospitals and medical complexes that include hospitals.

D. Exceptions.

1. Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol or drug problems, where patients are residents of the program, are classified in the Group Living category.

2. Medical clinics that provide care where patients are generally not kept overnight are classified as Office.

3. Emergency medical care clinics are classified as ((~~Retail Sales and Service~~)) Office.

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Date Passed: Tuesday, May 31, 2005

Effective Date: Wednesday, July 6, 2005

ORD C33636 Section 3

Title 17C Land Use Standards
Chapter 17C.200 Landscaping and Screening
Section 17C.200.050 Street Tree Requirements

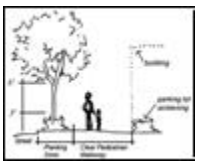
A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial, residential and FBC zones.

2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense as referenced in SMC 12.02.0210(B)(2).

4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.

5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

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TABLE 17C.200.050-1 **Tree Planting Dimensional Standards [1]**		
ZONE	**CONTINUOUS PLANTING STRIP** (minimum width as measured from back of curb)	**INDIVIDUAL PLANTING AREA** (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum ((~~6~~)) 8 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, RSF, RTF	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]

Notes:
[1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis.
[2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas.
[3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones.
[4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way.
[5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.

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2. Continuous Planting Strips.

a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three (3) feet from ground level.

b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three (3) feet from the edge of the automobile travel way.

3. Individual Planting Areas.

a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.

b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen (18) inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Figure 1 Tree Grates

c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Figure 2Street Trees with plantings up to 3 ft.

d. Un-compacted soils are necessary for street trees. A minimum of one hundred (100) cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.

Figure 3Tree Grate with Tree Guard

D. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting

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2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.

3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five (25) feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing.
The objective, when planting and maintaining street trees, is to create and maintain in a healthy condition a continuous tree canopy over the sidewalk.

1. Continuous planting strips.
Average spacing shall be twenty-five (25) feet for small and columnar trees and thirty (30) feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.

2. Individual planting areas.
Average spacing for all tree sizes and types shall be twenty-five (25) feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty (20) feet apart.

3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.
Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in SMC 17A.020.030 shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.

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Date Passed: Monday, November 30, 2020
Effective Date: Sunday, January 3, 2021
ORD C35984 Section 1

Section 17D.010.020 Concurrency ((~~Test~~)) Review

A. Application.

All development permit applications are subject to a concurrency test except those exempted in SMC 17D.010.030. If a concurrency test is conducted for the preliminary plat application, no concurrency test shall be required for the final plat application.

B. Procedures.

The concurrency ((~~test~~)) review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The planning and economic development services department shall provide the overall coordination of the concurrency test by notifying the facility and service providers of all applications (not including applications for building permits which shall be processed and coordinated by the building services department in a manner consistent with this chapter) requiring a concurrency test as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.060.090(C); notifying the applicant of the test results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.

3. On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

((~~3. The facility and service providers shall be responsible for annually reporting to the planning and economic development services department the total available and planned capacity of their facility or service as of the end of each calendar year. Such reporting shall be made no later than July 1st for inclusion in the amendment process of the City of Spokane comprehensive plan.~~))

C. ((~~Test~~)) Review.

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Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency ((~~test~~)) review. For transportation, police protection, fire protection, schools, parks and recreation and libraries available and planned capacity will be used in conducting the concurrency ((~~test~~)) review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit to, the concurrency ((~~test~~)) review is ((~~passed~~)) satisfied. ((~~A certificate of capacity will be issued according to the provisions of SMC 17D.010.030.~~))

2. If the concurrency test is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:

   a. modify the application to reduce the need for concurrency facilities that do not exist;

   b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;

   c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or

   d. appeal the results of the concurrency ((~~test~~)) review to the hearing examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day reservation period is tolled from the date an appeal is filed until the date the hearing examiner signs his written opinion.

D. Concurrency Inquiry ((~~– Application~~)).

An inquiry may be made as to ((~~applicant may inquire~~)) whether or not capacity exists within concurrency facilities ((~~exist~~)) without an accompanying request for a development permit.

1. Fee.

   As set forth in SMC 8.02.0696, a fee may be charged for such concurrency ((~~test~~)) review. Any available capacity cannot be reserved. ((~~A certificate of capacity will only be issued in conjunction with a development permit approval as outlined in SMC 17D.010.030.~~))

2. Capacity Letter.

Upon request, the Director of Engineering may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

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the applicant has accepted ((~~T~~)) the ninety-day reservation period. ((~~is tolled from the date an appeal is filed until the date the hearing examiner signs his written opinion.~~))

((~~D.~~)) C. Concurrency Inquiry ((~~– Application~~)).

An inquiry may be made as to ((~~applicant may inquire~~)) whether or not capacity exists within concurrency facilities ((~~exist~~)) without an accompanying request for a development permit. ((~~As set forth in SMC 8.02.0696, a fee may be charged for such concurrency test. Any available capacity cannot be reserved. A certificate of capacity will only be issued in conjunction with a development permit approval as outlined in SMC 17D.010.030.~~))

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency ((~~test~~)) review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Date Passed: Monday, November 26, 2007

Effective Date: Wednesday, January 2, 2008

ORD C34135 Section 8

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Section 17D.010.030 ((~~Certificate of~~)) Reservation of Capacity

A. ((~~Issuance~~)) Reservation.

((~~A certificate of c~~)) Capacity shall be reserved for a specific development ((~~issued~~)) at the same time the development permit is issued and upon payment of any fee and/or performance of any condition required by a service provider.

1. ((~~A certificate of c~~)) Capacity shall be reserved ((~~apply~~)) only for ((~~to~~)) the specific land uses, densities, intensities and development project described in the application and development permit.

2. ((~~A certificate of c~~)) Capacity reserved for a specific development is not transferable to other land but may be transferred to new owners of the original land.

B. ((~~Life Span of Certificate~~)) Expiration.

((~~A certificate of c~~)) Capacity reserved for a specific development shall expire if the accompanying development permit expires or is revoked. ((~~A certificate of capacity may be extended according to the same terms and conditions as the accompanying development permit.~~)) If the development permit is granted an extension, the accompanying capacity shall continue to be reserved for the life of the permit ((~~so shall the certificate of capacity~~)).

C. Unused Capacity.

Any capacity that is not used because the ((~~developer decides not to develop or the~~)) accompanying development permit((~~s~~)) expires shall be returned to the pool of available capacity.

D. No Impact.

Development permits for development which creates no additional impacts on any concurrency facility are exempt from the requirements of this chapter. Such development includes, but is not limited to:

1. any addition to a residence or accessory structure with no change in use or increase in the number of dwelling units;

2. interior renovations with no change in use or increase in number of dwelling units;

3. interior completion of a structure for use(s) with the same or less intensity as the existing use or a previously approved use;

4. replacement structure with no change in use or increase in number of dwelling units;

5. temporary construction trailers;

6. driveway, resurfacing or parking lot paving;

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7. re-roofing of structures;

8. demolitions.

E. Exempt Permits.

The following development permits are exempt from the requirements of this chapter:

1. Boundary line adjustment;

2. Final plats;

3. Temporary use permit;

4. Variance;

5. Waiver;

6. Shoreline substantial development permit/variance.

F. Application Filed Before Effective Date of Certificate of Capacity Ordinance.

Complete development permit applications that have been submitted before the effective date of the Certificate of Capacity ordinance (March 30, 2005) are exempt from the requirements of this chapter.

G. Pre-existing Use Rights.

Development permits that were issued before March 30, 2005 shall be considered to have capacity as long as the accompanying development permit is valid. If the accompanying development permit does not expire, capacity shall be considered to exist for three years after March 30, 2005.

H. Single-family Homes and Duplexes.

Building permits for a single-family home and/or a duplex are exempt from the requirements of this chapter.

I. Interior Renovations.

Interior renovations that only add one additional dwelling unit are exempt from the requirements of this chapter.

J. Accessory Dwelling Units.

All accessory dwelling units, as defined in chapter 17C.300 SMC, are exempt from the requirements of this chapter.

K. Accounting for Capacity.

The capacity for development permits exempted under subsections (C), (D), (E), (F) and (G) of this section shall be taken into account.

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Title 17D City-wide Standards

Chapter 17D.075 Transportation Impact Fees

Section 17D.075.180 Appendix A – Impact Fee Schedule

Appendix A – Impact Fee Schedule

Date Passed: Monday, March 13, 2023

Effective Date: Monday, March 13, 2023

ORD C36368 Section 3

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APPENDIX A

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2/21/2024

2024 Downtown District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP $210

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$230.76
Single Family Attached (duplex, townhouse)	215	dwelling	$139.93
Multi-Family 1-2 level	220	dwelling	$125.20
Multi-Family 3-10 level	221	dwelling	$95.74
ADU	-	dwelling	$95.74
Multi Family Low-Income (1-2 level	223	dwelling	$112.92
Assisted Living	254	bed	$46.83
Continuing Care Retirement Comm	255	dwelling	$37.07
Nursing Home	620	bed	$27.32
Commercial - Services			
Hotel (3 Levels or More)	310	room	$164.64
Hotel/Motel	320	room	$131.16
Movie Theater	444	sq ft/GFA	$0.47
Health Club	492	sq ft/GFA	$0.57
Day Care	565	sq ft/GFA	$1.17
Bank	912	sq ft/GFA	$1.27
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.13
Middle School	522	sq ft/GFA	$0.09
High School	530	sq ft/GFA	$0.11
University/College	550	ASF	$0.14
Religious Institute	560	sq ft/GFA	$0.12
Library	590	sq ft/GFA	$0.77
Hospital	610	sq ft/GFA	$0.26
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$1.07
General Office	710	sq ft/GFA	$0.37
Medical Office / Clinic	720	sq ft/GFA	$0.81
Office Park	750	sq ft/GFA	$0.36

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$0.38
Specialty Retail Center	826	sq ft/GLA	$0.22
Hardware/Paint Store	816	sq ft/GFA	$0.39
Nursery/Garden Center	817	sq ft/GFA	$0.71
Shopping Center	820	sq ft/GLA	$0.33
Car Sales - New/Used	841	sq ft/GFA	$0.48
Tire Store	848	Service bay	$427.83
Supermarket	850	sq ft/GFA	$0.84
Convenience Market	851	sq ft/GFA	$1.89
Pharmacy	881	sq ft/GFA	$0.59
Furniture Store	890	sq ft/GFA	$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	$696.93
Auto Parts & Service Center	943	sq ft/GFA	$0.52
Service Station/Minimart/Carwash	853	VFP	$720.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$0.31
Heavy Industrial	120	sq ft/GFA	$0.21
Industrial Park	132	sq ft/GFA	$0.27
Manufacturing	140	sq ft/GFA	$0.23
Warehousing	150	sq ft/GFA	$0.10
Mini-Storage	151	sq ft/GFA	$0.05
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$0.96
Quality Restaurant	931	sq ft/GFA	$0.92
High Turnover Restaurant	932	sq ft/GFA	$0.93
Fast Casual	-	sq ft/GFA	$1.55
Fast Food Restaurant	934	sq ft/GFA	$2.29
Coffee Shop with Drive-Thru	937	sq ft/GFA	$0.90

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Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 Northwest District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP $770

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$846.85
Single Family Attached (duplex, townhouse)	215	dwelling	$513.51
Multi-Family 1-2 level	220	dwelling	$459.46
Multi-Family 3-10 level	221	dwelling	$351.35
ADU	-	dwelling	$351.35
Multi Family Low-Income (1-2 level	223	dwelling	$414.41
Assisted Living	254	bed	$171.86
Continuing Care Retirement Comm	255	dwelling	$136.06
Nursing Home	620	bed	$100.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	$604.22
Hotel/Motel	320	room	$481.33
Movie Theater	444	sq ft/GFA	$1.74
Health Club	492	sq ft/GFA	$2.10
Day Care	565	sq ft/GFA	$4.28
Bank	912	sq ft/GFA	$4.68
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.47
Middle School	522	sq ft/GFA	$0.33
High School	530	sq ft/GFA	$0.39
University/College	550	ASF	$0.51
Religious Institute	560	sq ft/GFA	$0.42
Library	590	sq ft/GFA	$2.82
Hospital	610	sq ft/GFA	$0.96
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$3.93
General Office	710	sq ft/GFA	$1.34
Medical Office / Clinic	720	sq ft/GFA	$2.97
Office Park	750	sq ft/GFA	$1.33

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.41
Specialty Retail Center	826	sq ft/GLA	$0.80
Hardware/Paint Store	816	sq ft/GFA	$1.43
Nursery/Garden Center	817	sq ft/GFA	$2.62
Shopping Center	820	sq ft/GLA	$1.20
Car Sales - New/Used	841	sq ft/GFA	$1.78
Tire Store	848	Service bay	$1,570.06
Supermarket	850	sq ft/GFA	$3.07
Convenience Market	851	sq ft/GFA	$6.94
Pharmacy	881	sq ft/GFA	$2.17
Furniture Store	890	sq ft/GFA	$0.12
Quick Lubrication Vehicle Shop	941	Service Bay	$2,557.63
Auto Parts & Service Center	943	sq ft/GFA	$1.92
Service Station/Minimart/Carwash	853	VFP	$2,643.10
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$1.12
Heavy Industrial	120	sq ft/GFA	$0.79
Industrial Park	132	sq ft/GFA	$0.98
Manufacturing	140	sq ft/GFA	$0.84
Warehousing	150	sq ft/GFA	$0.37
Mini-Storage	151	sq ft/GFA	$0.19
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$3.51
Quality Restaurant	931	sq ft/GFA	$3.37
High Turnover Restaurant	932	sq ft/GFA	$3.41
Fast Casual	-	sq ft/GFA	$5.68
Fast Food Restaurant	934	sq ft/GFA	$8.42
Coffee Shop with Drive-Thru	937	sq ft/GFA	$3.30

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Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 South District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP **$2,606**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$2,866.08
Single Family Attached (duplex, townhouse)	215	dwelling	$1,737.94
Multi-Family 1-2 level	220	dwelling	$1,555.00
Multi-Family 3-10 level	221	dwelling	$1,189.12
ADU	-	dwelling	$1,189.12
Multi Family Low-Income (1-2 level	223	dwelling	$1,402.55
Assisted Living	254	bed	$581.66
Continuing Care Retirement Comm	255	dwelling	$460.48
Nursing Home	620	bed	$339.30
Commercial - Services			
Hotel (3 Levels or More)	310	room	$2,044.93
Hotel/Motel	320	room	$1,629.01
Movie Theater	444	sq ft/GFA	$5.90
Health Club	492	sq ft/GFA	$7.11
Day Care	565	sq ft/GFA	$14.47
Bank	912	sq ft/GFA	$15.83
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$1.59
Middle School	522	sq ft/GFA	$1.10
High School	530	sq ft/GFA	$1.31
University/College	550	ASF	$1.74
Religious Institute	560	sq ft/GFA	$1.43
Library	590	sq ft/GFA	$9.56
Hospital	610	sq ft/GFA	$3.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$13.28
General Office	710	sq ft/GFA	$4.54
Medical Office / Clinic	720	sq ft/GFA	$10.05
Office Park	750	sq ft/GFA	$4.51

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$4.76
Specialty Retail Center	826	sq ft/GLA	$2.72
Hardware/Paint Store	816	sq ft/GFA	$4.86
Nursery/Garden Center	817	sq ft/GFA	$8.86
Shopping Center	820	sq ft/GLA	$4.06
Car Sales - New/Used	841	sq ft/GFA	$6.01
Tire Store	848	Service bay	$5,313.74
Supermarket	850	sq ft/GFA	$10.38
Convenience Market	851	sq ft/GFA	$23.49
Pharmacy	881	sq ft/GFA	$7.36
Furniture Store	890	sq ft/GFA	$0.40
Quick Lubrication Vehicle Shop	941	Service Bay	$8,656.09
Auto Parts & Service Center	943	sq ft/GFA	$6.51
Service Station/Minimart/Carwash	853	VFP	$8,945.36
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$3.79
Heavy Industrial	120	sq ft/GFA	$2.66
Industrial Park	132	sq ft/GFA	$3.32
Manufacturing	140	sq ft/GFA	$2.85
Warehousing	150	sq ft/GFA	$1.25
Mini-Storage	151	sq ft/GFA	$0.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$11.88
Quality Restaurant	931	sq ft/GFA	$11.42
High Turnover Restaurant	932	sq ft/GFA	$11.55
Fast Casual	-	sq ft/GFA	$19.22
Fast Food Restaurant	934	sq ft/GFA	$28.50
Coffee Shop with Drive-Thru	937	sq ft/GFA	$11.15

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Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 Northeast District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP $643

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$707.17
Single Family Attached (duplex, townhouse)	215	dwelling	$428.82
Multi-Family 1-2 level	220	dwelling	$383.68
Multi-Family 3-10 level	221	dwelling	$293.40
ADU	-	dwelling	$293.40
Multi Family Low-Income (1-2 level	223	dwelling	$346.06
Assisted Living	254	bed	$143.52
Continuing Care Retirement Comm	255	dwelling	$113.62
Nursing Home	620	bed	$83.72
Commercial - Services			
Hotel (3 Levels or More)	310	room	$504.56
Hotel/Motel	320	room	$401.94
Movie Theater	444	sq ft/GFA	$1.46
Health Club	492	sq ft/GFA	$1.75
Day Care	565	sq ft/GFA	$3.57
Bank	912	sq ft/GFA	$3.91
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.39
Middle School	522	sq ft/GFA	$0.27
High School	530	sq ft/GFA	$0.32
University/College	550	ASF	$0.43
Religious Institute	560	sq ft/GFA	$0.35
Library	590	sq ft/GFA	$2.36
Hospital	610	sq ft/GFA	$0.80
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$3.28
General Office	710	sq ft/GFA	$1.12
Medical Office / Clinic	720	sq ft/GFA	$2.48
Office Park	750	sq ft/GFA	$1.11

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.17
Specialty Retail Center	826	sq ft/GLA	$0.67
Hardware/Paint Store	816	sq ft/GFA	$1.20
Nursery/Garden Center	817	sq ft/GFA	$2.19
Shopping Center	820	sq ft/GLA	$1.00
Car Sales - New/Used	841	sq ft/GFA	$1.48
Tire Store	848	Service bay	$1,311.10
Supermarket	850	sq ft/GFA	$2.56
Convenience Market	851	sq ft/GFA	$5.80
Pharmacy	881	sq ft/GFA	$1.82
Furniture Store	890	sq ft/GFA	$0.10
Quick Lubrication Vehicle Shop	941	Service Bay	$2,135.79
Auto Parts & Service Center	943	sq ft/GFA	$1.61
Service Station/Minimart/Carwash	853	VFP	$2,207.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$0.94
Heavy Industrial	120	sq ft/GFA	$0.66
Industrial Park	132	sq ft/GFA	$0.82
Manufacturing	140	sq ft/GFA	$0.70
Warehousing	150	sq ft/GFA	$0.31
Mini-Storage	151	sq ft/GFA	$0.16
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$2.93
Quality Restaurant	931	sq ft/GFA	$2.82
High Turnover Restaurant	932	sq ft/GFA	$2.85
Fast Casual	-	sq ft/GFA	$4.74
Fast Food Restaurant	934	sq ft/GFA	$7.03
Coffee Shop with Drive-Thru	937	sq ft/GFA	$2.75

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Notes:

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Definitions:

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 West Plains District
Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP **$3,750**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$4,124.25
Single Family Attached (duplex, townhouse)	215	dwelling	$2,500.88
Multi-Family 1-2 level	220	dwelling	$2,237.63
Multi-Family 3-10 level	221	dwelling	$1,711.13
ADU	-	dwelling	$1,711.13
Multi Family Low-Income (1-2 level	223	dwelling	$2,018.25
Assisted Living	254	bed	$837.00
Continuing Care Retirement Comm	255	dwelling	$662.63
Nursing Home	620	bed	$488.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	$2,942.63
Hotel/Motel	320	room	$2,344.13
Movie Theater	444	sq ft/GFA	$8.49
Health Club	492	sq ft/GFA	$10.23
Day Care	565	sq ft/GFA	$20.82
Bank	912	sq ft/GFA	$22.78
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$2.29
Middle School	522	sq ft/GFA	$1.58
High School	530	sq ft/GFA	$1.89
University/College	550	ASF	$2.50
Religious Institute	560	sq ft/GFA	$2.06
Library	590	sq ft/GFA	$13.76
Hospital	610	sq ft/GFA	$4.66
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$19.12
General Office	710	sq ft/GFA	$6.54
Medical Office / Clinic	720	sq ft/GFA	$14.46
Office Park	750	sq ft/GFA	$6.49

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$6.85
Specialty Retail Center	826	sq ft/GLA	$3.91
Hardware/Paint Store	816	sq ft/GFA	$6.99
Nursery/Garden Center	817	sq ft/GFA	$12.75
Shopping Center	820	sq ft/GLA	$5.84
Car Sales - New/Used	841	sq ft/GFA	$8.65
Tire Store	848	Service bay	$7,646.40
Supermarket	850	sq ft/GFA	$14.93
Convenience Market	851	sq ft/GFA	$33.80
Pharmacy	881	sq ft/GFA	$10.59
Furniture Store	890	sq ft/GFA	$0.58
Quick Lubrication Vehicle Shop	941	Service Bay	$12,456.00
Auto Parts & Service Center	943	sq ft/GFA	$9.37
Service Station/Minimart/Carwash	853	VFP	$12,872.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$5.46
Heavy Industrial	120	sq ft/GFA	$3.83
Industrial Park	132	sq ft/GFA	$4.78
Manufacturing	140	sq ft/GFA	$4.11
Warehousing	150	sq ft/GFA	$1.80
Mini-Storage	151	sq ft/GFA	$0.93
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$17.10
Quality Restaurant	931	sq ft/GFA	$16.43
High Turnover Restaurant	932	sq ft/GFA	$16.62
Fast Casual	-	sq ft/GFA	$27.66
Fast Food Restaurant	934	sq ft/GFA	$41.02
Coffee Shop with Drive-Thru	937	sq ft/GFA	$16.05

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Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

2/21/2024

2024 Latah District
Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

BASE RATE PER PM TRIP **$6,632**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$7,293.87
Single Family Attached (duplex, townhouse)	215	dwelling	$4,422.88
Multi-Family 1-2 level	220	dwelling	$3,957.31
Multi-Family 3-10 level	221	dwelling	$3,026.18
ADU	-	dwelling	$3,026.18
Multi Family Low-Income (1-2 level	223	dwelling	$3,569.34
Assisted Living	254	bed	$1,480.26
Continuing Care Retirement Comm	255	dwelling	$1,171.87
Nursing Home	620	bed	$863.49
Commercial - Services			
Hotel (3 Levels or More)	310	room	$5,204.13
Hotel/Motel	320	room	$4,145.66
Movie Theater	444	sq ft/GFA	$15.01
Health Club	492	sq ft/GFA	$18.08
Day Care	565	sq ft/GFA	$36.83
Bank	912	sq ft/GFA	$40.29
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$4.04
Middle School	522	sq ft/GFA	$2.80
High School	530	sq ft/GFA	$3.34
University/College	550	ASF	$4.43
Religious Institute	560	sq ft/GFA	$3.65
Library	590	sq ft/GFA	$24.33
Hospital	610	sq ft/GFA	$8.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$33.81
General Office	710	sq ft/GFA	$11.56
Medical Office / Clinic	720	sq ft/GFA	$25.57
Office Park	750	sq ft/GFA	$11.48

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
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Pharmacy	881	sq ft/GFA	$18.73
Furniture Store	890	sq ft/GFA	$1.02
Quick Lubrication Vehicle Shop	941	Service Bay	$22,028.85
Auto Parts & Service Center	943	sq ft/GFA	$16.56
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Industrial			
Light Industry/High Technology	110	sq ft/GFA	$9.65
Heavy Industrial	120	sq ft/GFA	$6.76
Industrial Park	132	sq ft/GFA	$8.46
Manufacturing	140	sq ft/GFA	$7.26
Warehousing	150	sq ft/GFA	$3.18
Mini-Storage	151	sq ft/GFA	$1.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$30.23
Quality Restaurant	931	sq ft/GFA	$29.06
High Turnover Restaurant	932	sq ft/GFA	$29.40
Fast Casual	-	sq ft/GFA	$48.92
Fast Food Restaurant	934	sq ft/GFA	$72.54
Coffee Shop with Drive-Thru	937	sq ft/GFA	$28.38

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Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Title 17G Administration and Procedures
Chapter 17G.020 Comprehensive Plan Amendment Procedure
Section 17G.020.040 Amendment Frequency

The comprehensive plan shall be subject to continuing review and evaluation by the City. Amendment to the comprehensive plan should not be considered more frequently than once a year, except as described in RCW 36.70A.130 or in the following cases:

A. Initial adoption of a specific/subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea (RCW 36.70A.130(2)(a)(i)). However, as anticipated by the comprehensive plan, redesignations are exempt that comply with and implement the comprehensive plan policies regarding designations created as a part of initial neighborhood and centers planning efforts through the neighborhood planning program.

B. Adoption or amendment of the shoreline master program.

C. Amendment of the capital facilities program portion of the comprehensive plan that occurs concurrently with the adoption or amendment of a City budget.

D. Whenever an emergency exists. The plan commission will review a potential emergency situation, with advice from the city attorney's office, to determine if the situation does, in fact, necessitate an emergency comprehensive plan amendment. Findings must demonstrate a need of neighborhood or community-wide significance, and not a personal emergency on the part of a particular applicant or property owner. Potential emergency situations may involve official, legal or administrative actions, such as those to immediately avoid an imminent danger to public health and safety, prevent imminent danger to public or private property, prevent an imminent threat of serious environmental degradation or address the absence of adequate and available public facilities or services.

E. Changes necessary to resolve an appeal of a comprehensive plan filed with a growth management hearings board or with the court.

F. Changes necessary to address any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

((~~G. Changes to development regulations that are consistent with the comprehensive plan or are necessary to implement the comprehensive plan.~~))

((~~H.~~)) G. Technical corrections that would remove typographical errors or resolve a mapping error.

((~~I.~~)) H. Amendment to the Land Use Plan Map to accommodate an annexation into the city.

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Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35536 Section 6

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Title 17G Administration and Procedures

Chapter 17G.061 Land Use Application Procedures

Section 17G.061.010 Summary of Land Use Application Procedures

Table 17G.061.010-1 summarizes the applications subject to this chapter. For any application type that is referenced in the land use codes, but not represented in Table 17G.061.010-1, the process shall be as identified in the application most closely associated with the application process definitions in SMC 17G.061.100.

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TABLE 17G.061.010-1
SUMMARY OF APPLICATION TYPES AND REQUIREMENTS

	Application Type	Notice of Community Meeting	Notice of Application	Notice of Hearing	Notice Content	Review Official	City Council Review	Expiration of Permit
BUILDING AND CODE ENFORCEMENT								
Building Permit without SEPA	((~~Type I~~)) Excluded	-	-	-	-	Building Official	-	180 days
Building Permit with SEPA (Commercial/Industrial/Other)	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Demolition Permit without SEPA	Type I	-	- [2]	- [1]	-	Building Official	-	180 days
Demolition Permit with SEPA [2]	Type I	-	Sign Posted Legal	- [1]	-	Building Official	-	180 days

			Newspaper					
Fence Permit	Excluded	-	-	-	-	Building Official	-	180 days
Grading Permit without SEPA	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Grading Permit with SEPA	Type I	-	-	-	-	Building Official	-	180 days
Manufactured Home Permit	Excluded	-	-	-	-	Building Official	-	180 days
Sign Permit	Excluded	-	-	-	-	Building Official	-	180 days
Residential Building Permit	Excluded	-	-	-	-	Building Official	-	180 days
Remodel Permit	Excluded	-	-	-	-	Building Official	-	180 days
ENGINEERING SERVICES								
Address Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Approach Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Design Deviation – Street Design	Excluded	-	-	-	-	Engineering Director	-	180 days

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Encroachment Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
LID Formation	Excluded	-	-	-	-	Engineering Director	-	180 days
Obstruction Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Road Closure	Excluded	-	-	-	-	Engineering Director	-	180 days
Sidewalk Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Stormwater Design Acceptance	Excluded	-	-	-	-	Engineering Director	-	180 days
Street Vacation	Excluded	-	-	-	-	Engineering Director	-	180 days
PLANNING AND ECONOMIC DEVELOPMENT SERVICES								
Accessory Dwelling Unit (ADU)	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Exemptions	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Interpretations/Determinations	Excluded	-	-	-	-	Planning Director	-	180 days
Binding Site Plan (BSP) – Preliminary	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	5 years

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					Acreage # of lots			
Binding Site Plan (BSP) – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Boundary Line Adjustment (BLA)	Excluded	-	-	-	-	Planning Director	-	N/A
Certificate of Compliance (CC) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	N/A
Certificate of Compliance (CC) – Planning Director	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	N/A
Conditional Use Permit (CUP) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Conditional Use Permit (CUP) – Planning Director [3]	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	3 years
Floodplain Development with SEPA	Type I	Individual Sign Posted	Individual Sign Posted	-	Proposed use	Planning Director	-	180 days

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Floodplain Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Home Occupation	Excluded	-	-	-	-	Planning Director	-	N/A
Long Plat – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted Newspaper	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years
Long Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Planned Unit Development (PUD) – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years [5]
Planned Unit Development (PUD) – Final	Excluded	-	-	-	-	Planning Director	Yes	N/A
Shoreline Exemption/Determination/Interpretation	Excluded	-	-	-	-	Planning Director	-	Must comply with WAC 173-27-90

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Shoreline Substantial Development Permit (SDP)	Type II	Individual Sign Posted	-	-	Project name Proposed use	Planning Director	-	Must comply with WAC 173-27-90
Shoreline Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Shoreline Conditional Use Permit (CUP)	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Short Plat – Preliminary with Standard Review and SEPA	Type II	-	Individual Sign Posted	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Short Plat – Preliminary with Standard Review and No SEPA	Type II	-	Individual Sign [4] Posted [4]	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Short Plat – Preliminary with Minor Review	Type II	-	-	-	-	Planning Director	-	5 years

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Short Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Skywalk	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	-	Hearing Examiner	Yes	Up to 25 year agreement
Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Proposed standard	Hearing Examiner	-	3 years
Rezone	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Proposed zone	Hearing Examiner	-	3 years

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Footnotes

[1] Public Hearing is required if the structure is on the National Historic Register.

[2] Applications for demolition permits for the demolition of an entire building or structure shall, in addition to any applicable requirements under chapter 43.21C RCW, be subject to a ten-day review and comment period. This review and comment period shall run concurrently with any other applicable notice and comment period. Following receipt of such applications, copies shall be forwarded to the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the building or structure is located, at the address for such neighborhood council designee(s) that is on file with the department. Any comments submitted to the department by the neighborhood council during this review and comment period shall be provided to the applicant prior to issuing the demolition permit.

[3] Conditional Use Permits required under SMC 17C.111.110, Limited Use Standards for Religious Institutions and Schools, will complete posted/individual notification requirements for a Community Meeting.

[4] Sign and posted notice not required for 2-4 lots per SMC 17G.080.040(D)

[5] If a PUD is approved together with a preliminary plat, the expiration date for the PUD shall be the same as the expiration date of the preliminary plat.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 35

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Title 17G Administration and Procedures

Chapter 17G.061 Land Use Application Procedures

Section 17G.061.320 Notice of Decision

A. Decisions on Type I, II, and III project permit applications are made by the hearing examiner or director within ten days of the date the record is closed. The time for decision may be extended if the applicant agrees in writing. Subject to chapter 36.70B RCW, the time for decision may also be extended to allow time for additional public comment if the hearing examiner or director determines that notice was not properly mailed or posted; provided, a person is deemed to have received notice if that person appears at the hearing or submits timely written comments, even if notice was not properly mailed or posted. In making the decision, the hearing examiner or director may approve, approve with conditions, or deny the permit application. The decision is made in writing.

B. Within seven days of making the decision, the hearing examiner or director causes notice of decision to be provided as follows:

1. Written notice of decision is provided by the decision-maker concurrent to the decision.

2. Notice of a decision denying a permit application is given to the applicant. A full copy of the decision and any conditions of approval accompanies the notice of the decision to the applicant.

3. Notice of all other decisions is given to the applicant, all parties of record, and all persons who have requested to be given notice.

4. Notice of decision for Type I permit applications shall be the permit. For Type II and III permit applications the decision includes the following information:

    a. Location of the property.

    b. Description of the proposed action.

    c. Name, address, and office telephone number of the City official from whom additional information may be obtained.

    d. Applicant name and number.

    e. The decision made, including the environmental threshold determination.

    f. A list of persons who testified in person or in writing, or a summary of such a list.

    g. A list of exhibits or a summary of such a list.

    h. A statement of the decision criteria governing the application.

    i. A statement of the comprehensive plan policies governing the application.

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j. Findings of fact and conclusions relating the proposal to the decision criteria governing the application and which form the basis for the decision.

k. A statement that a full copy of the decision may be obtained from the designated official for the cost of reproduction.

l. The last date the decision may be appealed.

m. The place the appeal must be filed.

n. A statement of the fee to be charged for an appeal and the approximate cost to prepare any required transcripts.

o. A statement that the decision will be final unless appealed; and

p. The signature of the person making the decision.

C. If the decision on a Type II or III project permit includes conditions of approval, a covenant must be recorded in the Spokane County auditor's office ((~~identifying~~)) which identifies the restrictions to use and to ((~~development of~~)) the property ((~~exist)~~). The covenant must be filed within the approval time limits of the permit or the approval becomes void. For rezones, the hearing examiner does not forward the rezone to the city council until the covenant has been filed.

D. The decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance must contain a statement that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the "date of filing" by department of ecology as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.149(5)(a) and (b).

E. Notice of decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall be submitted to the department of ecology along with a permit data sheet (Appendix A, WAC Chapter 173-27). For a shoreline conditional use permit or a shoreline variance, there is a thirty-day review by department of ecology. After this period, the department of ecology shall render and transmit to the City of Spokane and the applicant a final decision approving, approving with conditions, or disapproving the permit. The Planning Director shall provide notification within seven days of the department of ecology's final decision to those interested persons having requested notification.

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Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 35

Date Passed: Monday, September 24, 2012

Effective Date: Friday, November 2, 2012

ORD C34914 Section 2

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

i. community building with indoor and/or outdoor recreation facilities;

ii. recreational vehicle and personal storage area;

iii. consolidated guest parking facilities.

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,

ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.

iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

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iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.

v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.

vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

   PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

   In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

   When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

   An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

   For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

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a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.

b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and

c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

a. The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

5. Transfer of Development Rights.

a. An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.

b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.

c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

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a. The minimum lot size, lot depth and lot width standards may be modified.

b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

   a. The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

   a. Front and rear yard setbacks.

      i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.

      ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.

      iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

   b. Side Yard Setbacks.

      i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.

      ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

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Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.

b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.215(C)(3).

5. Off-street Parking.

   The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

   The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

   Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

   If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

   The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

DRAFT

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:

    a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.

    b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.

    c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

    a. A homeowners' or property owners' association as regulated by state law.

    b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

DRAFT

((~~1. Lot Size Transition~~))

((~~Transition requirements for lot sizes in the RA and R! zones cannot be waived or modified through the planned unit development process~~))

((~~2.~~)) 1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 36

DRAFT

Title 17H Engineering Standards

Chapter 17H.010 Street Development Standards

Section 17H.010.130 Alleys

A. When constructed, alleys shall be provided at the rear or side of lots.

B. Where alleys are existing, or provided in new ((~~developments~~)) subdivisions and short subdivisions, on-site parking spaces shall be accessed from the alley and not the street. Unless approved by director of engineering

C. Dead-end alleys shall be avoided wherever possible, but if unavoidable, shall be designed with adequate turn-around facilities or alternative connections acceptable to the director of engineering services at the dead-end.

D. All new alleys shall be constructed in conformance with the standard plans.

E. Public alleys shall be located in public right-of-way. If public utilities are to be located in an alley, the alley must be located in public right-of-way.

F. Private alleys may be located in a tract or on an easement. Tracts must be owned in common by the owners of the property served by the private alley or by a homeowner's association and must be designated on the plat as a special purpose tract. A maintenance agreement must be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private alley.

G. New alleys shall have a paved width of at least twelve feet and a clear width of at least twenty feet. The twenty-foot width shall not be obstructed in any manner, including the parking of vehicles, fences or utility structures.

((~~H. Alleys that serve as a primary access or as a fire access must have a paved width of at least twenty feet. Unless specifically approved by the city fire department, alleys are not considered a fire access.~~))

((~~I.~~)) H. Stormwater from all new alleys must be collected and treated according to the city's stormwater guidelines.

Date Passed: Monday, May 15, 2006

Effective Date: Thursday, June 29, 2006

ORD C33838 Section 1

DRAFT

EXHIBIT B

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Dimensional Standards Amendment (non-project)

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This proposal will amend sections 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.030 C Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

Draft text amendments are available on the project webpage https://my.spokanecity.org/projects/paper-cuts-code-amendments/.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact.

LEAD AGENCY: City of Spokane

DETERMINATION:
The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

[ ] There is no comment period for this DNS.
[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
[**X**] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 4:00 p.m. on March 13, 2024 if they are intended to alter the DNS.**

****

Responsible Official: Spencer Gardner **Position/Title:** Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

Date Issued: February 28, 2024 **Signature:**_____

****

APPEAL OF THIS DETERMINATION

After a determination has become final, appeal may be made to:

Responsible Official: City of Spokane Hearing Examiner

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

Email: hearingexaminer@spokanecity.org **Phone:** 509-625-6010

Deadline: 21 days from the date of the signed DNS
12:00 p.m. on September 20, 2023

The appeal must be on forms provided by the Responsible Official and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

DETERMINATION OF NONSIGNIFICANCE

Final Audit Report 2024-02-23

Created:	2024-02-23
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwmyVYoO--NHA029icixiwTSiKSOmGKov

"DETERMINATION OF NONSIGNIFICANCE" History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
2024-02-23 - 8:51:45 PM GMT- IP address: 73.254.88.208

Document emailed to Spencer Gardner (sgardner@spokanecity.org) for signature
2024-02-23 - 8:51:51 PM GMT

Email viewed by Spencer Gardner (sgardner@spokanecity.org)
2024-02-23 - 8:52:04 PM GMT- IP address: 198.1.39.252

Document e-signed by Spencer Gardner (sgardner@spokanecity.org)
Signature Date: 2024-02-23 - 8:56:38 PM GMT - Time Source: server- IP address: 198.1.39.252

Agreement completed.
2024-02-23 - 8:56:38 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/08/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	3/28/2024
Clerk's File #	ORD C36515
Renews #	
Cross Ref #	

Submitting Dept	CITY COUNCIL	**Project #**	
Contact Name/Phone	PAUL DILLON 6714	**Bid #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE LNAVARRETE		
Agenda Item Name	0320 - ORDINANCE RELATING TO RESIDENTIAL RENTAL PROPERTIES		

Agenda Wording

AN ORDINANCE relating to residential rental properties and establishing minimum notice period for residential rent increases, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.160 of the Spokane Mun

Summary (Background)

An ordinance requiring a minimum of 180 days' prior notice to tenants whenever the housing costs to be charged a tenant are to increase and creating a new section, 10.57.160.

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	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Committee Agenda Sheet
Urban Experience Committee

Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org
Council Sponsor(s)	CM Dillon, CM Zappone, CM Navarrete
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5
Agenda Item Name	Ordinance relating to residential rental properties
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An ordinance requiring a minimum of 180 days' prior notice to tenants whenever the housing costs to be charged a tenant are to increase and creating a new section, 10.57.160.
Proposed Council Action	Move resolution to legislative meeting

Fiscal Impact
Total Cost:
Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source: Department's Operating Budget

Expense Occurrence ☐ One-time ☐ Recurring

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

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

No operational impacts as the onus for notice is on landlords, not the city. The city will monitor compliance.

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? If proper notice is not given, tenants have the ability to make a complaint with code enforcement.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Data will be gathered through tenant reporting.

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 ordinance will improve the health and safety of city residents that rent property. It provides a tenant additional time to find an alternate location to rent if the increase is unaffordable or allows additional time for a tenant to assess financial ability to pay the increase.

ORDINANCE NO. C36515

AN ORDINANCE relating to residential rental properties and establishing minimum notice period for residential rent increases, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.160 of the Spokane Municipal Code, and establishing an effective date.

WHEREAS, housing affordability and homelessness are a growing problem in the City of Spokane; and

WHEREAS, average rents continue to grow in Spokane and the broader region, while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, in 2022, over 21,000 households (almost 90%) of renters in Spokane are cost-burdened, which means they spend over 30% of their income on rent, and 35% of renters spend 50% or more for shelter costs; and

WHEREAS, a large number of Spokane residents are renters and sudden rent increases may cause a tenant to become displaced due to inability to pay the increased rent if not given an ample amount of time to arrange for alternative housing; and

WHEREAS, conditions in the rental market have created a barrier to relocation because tenants face a significant amount of cost in order to afford rental deposits, security deposits, pet deposits, moving expenses, utility fees, etc.; this is especially true for people with limited finances who may be unable to save money in a limited amount of time; and

WHEREAS, displacement from a rental unit can increase the potential for an individual or family to experience homelessness; and

WHEREAS, this policy will increase housing stability for low-income renters in the City of Spokane by alleviating displacement pressures from rent increases that are noticed without time for the renter to plan for a new home; and

WHEREAS, increasing the notice period required for significant rent increases will help tenants to prepare for moving expenses or seek assistance in locating new housing; and

WHEREAS, the Spokane City Council desires to amend Chapter 10.57 to adopt the proposed protection, and finds that this ordinance will protect and promote the health, safety and welfare of the residents of the City of Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 10.57.130 of the Spokane Municipal Code is amended to read as follows**:**

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, enforcing their rights as tenants, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, and 10.57.160.

4. For purposes of this section, "fair housing laws" and "fair housing rights" include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 2. Section 10.57.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, ((or)) 10.57.130, or 10.57.160 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, ((~~or~~)) 10.57.130, or 10.57.160. and such failure was not

caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 3. There is enacted a new chapter 10.57.160 to Title 10 of the Spokane Municipal Code to read as follows:

10.57.160 Minimum Notice to Increase Rent

A landlord may not increase residential rent except in accordance with this section.

A. A landlord is required to provide at least 180 days prior written notice whenever the periodic or monthly rent to be charged a residential tenant will increase by any amount charged the same tenant for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter amended for a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household.

B. Any notice of residential rent increase shall specify the percentage of the rent increase, the amount of the new rent, and the date on which the increase becomes effective.

C. Any notice of a residential rent increase shall be served in accordance with RCW 59.12.040.

D. For purposes of this section, the term “rent” shall have the meaning set forth in RCW 59.18.030 (29), as amended from time to time

Section 4. Effective Date. This ordinance shall go into effect on June 1, 2024 or the effective date set by Section 19 of the City Charter, whichever is later.

Section 5. 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 6. 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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

ORD C36515 WILKERSON DILLON AMENDMENT

Strike the entirety of Section 3 of the ordinance and replace it with the following language:

Section 3. There is enacted a new chapter 10.57.160 to Title 10 of the Spokane Municipal Code to read as follows:

10.57.160 Minimum Notice to Increase Rent

A landlord may not increase residential rent except in accordance with this section.

A. Any rental agreement or renewal of a rental agreement entered into after the effective date of this ordinance shall include, or shall be deemed to include, a provision requiring not less than:
    1. One hundred twenty days' written notice for rent increases equal to or less than three percent; or
    2. One hundred eighty days' written notice for rent increases greater than three percent.
    3. In a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the rental agreement shall instead provide at least 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
B. Any notice of residential rent increase shall specify the percentage of the rent increase, the amount of the new rent, and the date on which the increase becomes effective.
C. Any notice of a residential rent increase shall be served in accordance with RCW 59.12.040.
D. For purposes of this section, the term "rent" shall have the meaning set forth in RCW 59.18.030 (29), as amended from time to time

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Discussion

Council Meeting Date: 04/22/2024

Date Rec'd	4/10/2024
Clerk's File #	ORD C36516
Renews #	
Cross Ref #	

Submitting Dept	CITY COUNCIL	**Project #**	
Contact Name/Phone	CHRIS WRIGHT 6224	**Bid #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	MCATHCART JBINGLE		
Agenda Item Name	0320 - EMERGENCY ORDINANCE REGULATORY ORDINANCE		

Agenda Wording

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.

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	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

Committee Agenda Sheet
Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	City Council - Cathcart
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	CM Cathcart, CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10
Agenda Item Name	Emergency Ordinance Regulatory Ordinance
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An ordinance is a law created by a local government, such as City Council. Ordinances can cover a variety of topics, including things like zoning and rental building requirements. The full collection of city ordinances is referred to as the "municipal code" or "city code". Once an ordinance is approved by City Council, it typically goes into effect thirty days after it is signed by the Mayor. Under the city charter, certain ordinances go into effect immediately after they passed by the council, including "emergency ordinances." These ordinances are not subject to veto by the mayor or the citizen referendum process. The charter does not define an emergency in detail. This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: 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 ☐ One-time ☐ Recurring ☒ 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?

- 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?

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

- 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?

Council Subcommittee Review

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

  This ordinance was not reviewed by a Council subcommittee.

ORDINANCE C36516

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

WHEREAS, section 16 of the Spokane City Charter specifies that ordinances necessary “for the protection of public health, public safety, public property, or the public peace” are effective immediately and not subject to mayoral veto; and

WHEREAS, section 19 of the Spokane City Charter similarly permits the City Council to adopt ordinances on an emergency basis as necessary “for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions” and requires such ordinances to be adopted by five affirmative votes; and

WHEREAS, section 83 of the Spokane City Charter allows the public to commence a protest of the enactment of any ordinance and thereby delay its effective date by submission of a qualified petition prior to the effective date of the ordinance, but this referendum process is not available to protest an ordinance passed on an emergency basis; and

WHEREAS, state law governs that adoption of ordinances by municipalities with respect to budget and appropriations; and

WHEREAS, the Spokane City Council recognizes the necessity to further define the circumstances when non-budget emergency ordinances are appropriate, and to confine them to those occasions demanding an immediate response to safeguard the public peace, health, and safety, and to provide support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. A new section 01.01.080 of the Spokane Municipal Code is created as follows:

Section 02.005.110 - Emergency Ordinance Provisions

A. Definitions.

1. ***"Emergency Ordinance"*** refers to any non-budget ordinance enacted by the Spokane City Council in response to an unforeseen combination of circumstances that demands immediate action. An "emergency" is characterized by a situation where delay in action to a future regular City Council meeting or a delay in the effectiveness of the ordinance poses an imminent threat to public health, safety, or welfare, necessitating urgent intervention to prevent or mitigate significant harm to the community.

B. Emergency Ordinance Criteria

1. An emergency ordinance may be adopted only when the ordinance includes detailed findings regarding all the following:

    a. There is evidence of an imminent threat that could result in significant harm to the public health, safety, or welfare of the citizens of Spokane;

    b. The situation is sudden, unexpected, and requires immediate action to prevent or mitigate the threat;

    c. The normal course of legislative procedures of the City Council cannot timely address the threat without causing or exacerbating harm to the community; and

    d. A citizens' referendum delaying the effective date of the ordinance will be detrimental to the public health, safety, or welfare.

2. In the event an emergency ordinance is prompted in part or in whole by confidential or privileged information disclosed to City Council, the written findings shall describe the legal constraints or exigencies to the greatest extent possible.

3. Every non-budget emergency ordinance shall require five affirmative votes.

4. Conditions precluding the declaration of an emergency; Effect of deferral:

    a. The non-budget ordinance has been deferred by the City Council for consideration longer than four calendar days beyond its initial reading at a City Council legislative

session, except when the next available council meeting has been deferred to accommodate standing established city holiday.

b. The non-budget ordinance has remained on any standing committee agenda for more than ten calendar days, whether or not there have been intervening holidays.

c. Upon deferral of a non-budget ordinance containing an emergency clause for more than four calendar days, the ordinance shall be deemed amended to a non-emergency ordinance and adopted by the council only after two separate readings by title.

5. Effect of Adoption Not in Compliance

Any non-budget emergency ordinance adopted in violation of Subsection B above shall be deemed void ab initio.

Section 2. 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 3. 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:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 02/26/2024

Date Rec'd	2/9/2024
Clerk's File #	ORD C36497
Renews #	
Cross Ref #	

Submitting Dept	CITY COUNCIL	**Project #**	
Contact Name/Phone	CHRIS WRIGHT 6210	**Bid #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG	**Requisition #**	
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Agenda Item Name	0320 - INTERIM ZONING ORDINANCE CONCERNING THE DEFINITION OF		

Agenda Wording

An INTERIM ZONING ORDINANCE concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code, and declaring an emergency.

Summary (Background)

The purpose of this ordinance is to clarify which parking lot uses are permitted in Centers and Corridors.

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	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Committee Agenda Sheet
Urban Experience Committee

Committee Date	2/12/24
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	Zappone, Dillon
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested:
Agenda Item Name	Interim Zoning Ordinance concerning the definition of Public Parking Lot in Title 17
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The purpose of this ordinance is to clarify which parking lot uses are permitted in Centers and Corridors. On February 1, an Administrative Zoning Determination ("AZD") was issued pursuant to SMC 17A.050.020 relating to the use of the term "Public Parking Lot" in Table 17C.120.100-1. The AZD suggests that additional clarification by City Council on the definition of the term "Public Parking Lot" is needed in order to properly administer the zoning code. This interim ordinance adopts the definition suggested by the AZD. Subsequent work by the Planning department will include a process to identify a permanent adjustment to the code, which could include a number of options: - Permanently adopt the definition provided in the interim ordinance - Adjust the definition of Public Parking Lot based on engagement - Modify references to Public Parking Lot to use other terms in Title 17 with definitions already provided **Emergency Ordinance.** This ordinance includes an emergency provision in recognition of the immediate need for greater clarity to support the administration of the zoning code.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: 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 ☐ One-time ☐ Recurring ☒ 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?
  N/A, the proposal would codify an existing interpretation of the zoning code
- 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, the proposal would codify an existing interpretation of the zoning code
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  N/A, the proposal would codify an existing interpretation of the zoning code
- 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 proposal would codify an existing interpretation of the zoning code

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  N/A, the proposal would codify an existing interpretation of the zoning code

AMENDMENT C36497 02-26-24

ORDINANCE C-36497

An INTERIM ZONING ORDINANCE concerning the definition of Public Parking Lot in Title 17, and adding a new chapter 17C.415 to the Spokane Municipal Code.

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WHEREAS, the Comprehensive Plan includes policies and goals to enhance pedestrian safety and access within and around designated centers and corridors, especially policies LU 2.2, LU 3.2, LU 4.1, LU 5.3, TR 6, and TR 18; and

WHEREAS, the City's Comprehensive Plan encourages a safe and walkable environment for pedestrians in Centers and Corridors; and

WHEREAS SMC Table 17C.122.070-1 refers to "Public Parking Lot" but that term is not defined in the SMC; and

WHEREAS, due to the lack of clarity in the Spokane Municipal Code regarding the term "Public Parking Lot," the City's Director of Planning and Economic Development issued an "Administrative Zoning Determination for Commercial Parking in Centers and Corridors," dated February 1, 2024, which administrative determination provides a definition for Public Parking Lot; and

WHEREAS, the Administrative Zoning Determination cites a need for clarification on the intended definition of a Public Parking Lot in the Spokane Municipal Code; and

WHEREAS, a definition for Public Parking Lot is necessary to support the effective administration of the zoning code; and

WHEREAS, the City is undergoing technical and housekeeping review of its zoning regulations which is likely to result in clarification of parking lot uses in Centers and Corridors, but such review is not likely to be complete for several months, and an interim ordinance is necessary to codify the administrative determination until completion of technical and housekeeping revisions to the Spokane Municipal Code later in 2024; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, pursuant to RCW 36.70A.370, the council intends to hold a public hearing on this proposed interim zoning ordinance no later than April 22, 2024; and,

WHEREAS, prior to the City Council public hearing described in Section 5 of this ordinance, a legal notice of public hearing will be published in the Spokesman-Review newspaper; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to provide a definition for Public Parking Lot, a term which is used in Title 17 but has no current definition.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until August 24, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate how to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on April 22, 2024. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. New Section. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Definition for Public Parking Lot, to read as follows:

Chapter 17C.415 Interim Definition for Public Parking Lot

Section 17C.415.010 Interim Definition for Public Parking Lot

A. Purpose.

This section provides a definition for Public Parking Lot, which is used in Title 17 without a specific definition. It also clarifies how Commercial Parking should be treated with respect to the Center and Corridor Zone Allowed Uses in SMC Table 17C.122.070-1.

B. Applicability.

The definitions of subsection (C) of this section apply to all of Title 17 SMC.

C. Definitions.

1. Public Parking Lot.

   A parking area that is not accessory to another use and that is owned, operated, or maintained by the City or some other public agency.

Section 7. 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 8. 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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date