

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative 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 May 5, 2025, 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 May 5, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 315 33813; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 2, 2024, and ending at 6:00 p.m. on Monday, May 5, 2025, 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 May 5, 2025. 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 relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE



DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MAY 5, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username 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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is 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 AGENDA REVIEW 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

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- 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 name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are 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 testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. 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.

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

AGENDA REVIEW 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

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:30 P.M. or as soon thereafter as possible following the Joint Meeting above.)

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, 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. Recommendation to list the T.H. and Bessie Tollefsen House located at 517 West Sound Avenue on the Spokane Register of Historic Places. (Council Sponsors: Council Members Bingle and Navarrete)
Megan Duvall | Approve & Auth. Mgmt. Agreement | OPR 2025-0283 |
| 2. Contract with the Department of Commerce for accepting 2024 Connecting Housing to Infrastructure Program (CHIP) grant, Contract No. 24-96722-036, for the Excelsior Wellness Properties project—\$340,000. (Relates to Consent Agenda Item No. 3) (Council Sponsors: Council Members Bingle and Navarrete)
Nate Sulya | Approve | OPR 2025-0318 |
| 3. Assigning the Department of Commerce Connecting Housing to Infrastructure Program Grant (Contract No. 24-96722-036) to Excelsior Wellness to support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project. (Relates to Consent Agenda Item No. 2) (Council Sponsors: Council Members Bingle and Navarrete)
Nate Sulya | Approve | OPR 2025-0319 |

4. Low Bid of (to be determined at bid opening) (City, ST) for Rockwood Boulevard Water Grind and Overlay Grand to Cowley project—\$_. An administrative reserve of \$_, which is 10% of the contract price, will be set aside. (West Central Neighborhood). (Council Sponsor: Council Member Klitzke)
Dan Buller Approve OPR 2025-0147
ENG 2024056
5. Report of the Mayor of pending: Approve & Authorize Payments CPR 2025-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2025: \$_____. CPR 2025-0003
6. Minutes: Approve All
- a. City Council Meeting Minutes: _____, 2025. CPR 2025-0013
- b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2025-0026 Of the City of Spokane proposing an increase in the regular property tax levy for a period of twenty years beginning in 2026 in an amount exceeding the limitations of chapter 84.55 RCW to provide funding for park improvements and safety citywide, including renovating aging parks, playgrounds, restrooms, sport courts, and trailheads; increasing park rangers and maintenance personnel; developing new parks in

neighborhoods without them; and protecting natural lands; providing for the submission of the measure to the qualified electors of the City at the general election; requesting that the Spokane County Auditor place the measure on the November 4th, 2025, general election; and providing for other matters properly related thereto. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Zappone)

Garrett Jones

RES 2025-0027 Updating the City of Spokane's Commute Trip Reduction Plan. (Council Sponsors: Council Members Bingle and Navarrete)

Tyler Kimbrell

RES 2025-0028 Adopting the Bicycle Priority Network as a guide for updating the Transportation Element and the Bicycle Master Plan as adopted in the City of Spokane's Comprehensive Plan. (Council Sponsors: Council Members Bingle and Navarrete)

Tyler Kimbrell

ORD C36668 Relating to Emergency Medical Transport in the city of Spokane; amending Sections 10.47.010, 10.47.030, 10.47.050, 10.47.070, 10.47.080, 10.47.090, and 10.47.150; adopting new Sections 10.47.061, 10.47.062, and 10.47.131; and repealing Sections 10.47.040, 10.47.060, 10.47.120, 10.47.130, and 10.47.140 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Dillon)

Adam McDaniel

FIRST READING ORDINANCES

ORD C36669 Amending Ordinance C34130 that vacated Syndicate Boulevard from Regal Street to Fiske Street. (Final Reading to be deferred until conditions have been met) (Council Sponsors: Council Members Bingle and Navarrete)

Eldon Brown

ORD C36675 Relating to the Design Review Board; amending Sections 04.13.015 and 04.13.025 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, 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 the calendar month. Each speaker is limited to no more than two (2) 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. 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 final or draft 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 Draft Agenda for May 5, 2025 (per Council Rule 2.1.B)

ADJOURNMENT

The May 5, 2025, Regular Legislative Session of the City Council and is adjourned to May 12, 2025.

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/24/2025

Clerk's File #

OPR 2025-0283

Cross Ref #**Project #****Council Meeting Date:** 05/05/2025**Submitting Dept**

HISTORIC PRESERVATION

Bid #**Contact Name/Phone**

MEGAN 6543

Requisition #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0470 – T. H. AND BESSIE TOLLEFSEN HOUSE NOMINATION TO THE REGISTER

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Tollefsen House at 517 W Sound Avenue was constructed in 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Tollefsen House at 517 W Sound Avenue was constructed in 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	DUVALL, MEGAN		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		lcamporeale@spokanecity.org	
mduvall@spokanecity.org		akiehn@spokanecity.org	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

T.H. & Bessie Tollefsen House – 517 W Sound Avenue

FINDINGS OF FACT

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1910; the T.H. & Bessie Tollefsen House meets the age criteria for listing on the Spokane Register of Historic Places.
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Tollefsen House is an excellent example of a one and a half story Craftsman-style bungalow and is eligible for the Spokane Register of Historic Places under Category C for high artistic values. This house represents a mix of Craftsman-era or Arts and Crafts and Tudor Revival elements, which was not uncommon in Spokane. This house, however, has specific design elements and motifs that make it stand out among other residences that combine these two styles. It additionally incorporates special features that make it stand out among other Craftsman houses of this era and in this area. It does not display all the aspects of a Craftsman bungalow that affiliate it with this style, nor does it incorporate multiple elements of a Tudor Revival house. The way it combines the elements that are present, however, make it unique.
 - Features of this house that display elements of the Arts and Crafts style include the extensive use of natural materials, including stone, brick and stucco. Details that display the craftsmanship of the home include the deep eaves and exposed rafters that articulate the dominant gable forms. The Tudor Revival elements that this house incorporates include the false half-timbering and rough stucco finishes, although the pargeted stucco finish on the upper level of the house is unique.
 - The Tollefsen House is significant and eligible for listing in the Spokane Register (it is already a contributor to the Marycliff/Cliff Park National Register Historic District) as possessing high artistic values. These include the side gable form with its dominant front and rear-facing gables; decorative false half-timbering that enhances the building features; and extensive use of highly textured natural materials, especially the unique pargeted stucco finish at the upper level.
 - The T.H. and Bessie Tollefsen House, was built by contractor James L. Morrison, who also lived in the house in 1910 and early 1911. Morrison's wife, Mary, was T.H. Tollefsen's sister.
- 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."***
 - Well-preserved with a very good degree of integrity in original location, design, materials, workmanship, and association, the Tollefsen House is eligible for listing on the Spokane Register of Historic Places.
- 4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found on March 19, 2025 that the T.H. and Bessie Tollefsen House is eligible for listing on the Spokane Register under Category C – Architecture as an excellent example of an Arts & Crafts/Craftsman style house blended with Tudor Revival style in a combination that achieves high artistic value.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CLIFF PK RES L8 B14

Parcel Number(s) **35194.0508 (address 517 W. Sound Avenue)**, is governed by a Management Agreement between the City of Spokane and the Owner(s), **Steve and Sybil MacDonald** 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 4.35. 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. _____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: 3/19/2025

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19** day of **March 2025**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Steve and Sybil MacDonald** (hereinafter "Owners"), the owners of the property located at **517 W Sound Avenue** commonly known as the **T.H. & Bessie Tollefsen House** 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 the provisions as set forth in SMC 17D100.220.

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

CITY OF SPOKANE

Megan M.K. Duvall

City Administrator

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

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

Attachment A

None

Secretary of The Interior's Standards

- 1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

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

1. Name of Property

Historic Name: Tollefsen, T.H. and Bessie, House
And/Or Common Name: 517 W. Sound Avenue

2. Location

Street & Number: 517 W Sound Avenue
City, State, Zip Code: Spokane, Washington 99204
Parcel Number: 35194.0508

3. Classification

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

4. Owner of Property

Name: Steve S. and Sybil A. MacDonald
Street & Number: 517 W. Sound Avenue
City, State, Zip Code: Spokane, Washington 99204
Telephone Number/E-mail: macdonaldsteve2021@gmail.com;
smacdonald@spokanecity.org

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: Historic Property Report – 517 W. Sound Ave

Date: 11-1-2002 ☐ Federal ☐ State ☐ County ☒ Local

Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

☒excellent

☐good

☐fair

☐deteriorated

☐ruins

☐unexposed

Check One

☐unaltered

☒altered

Check One

☒original site

☐moved & date _____

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

8. Spokane Register 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: < 1 acre

Verbal Boundary Description:

The boundary is the extent of the parcel on which the house and garage are located.

Verbal Boundary Justification:

Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD, Principal Architectural Historian

Organization: Painter Preservation

Street, City, State, Zip Code: 3518 N C Street, Spokane, Washington 99205

Telephone Number: 707-763-6500

E-mail Address: dianajpainter@gmail.com

Date Final Nomination Heard : March 19, 2025

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: 2/21/2025

Date of Landmarks Commission Hearing: 3/19/2025

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

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

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

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SUMMARY STATEMENT

The T.H. and Bessie Tollefsen House at 517 W. Sound Avenue is a one-and-one-half story house with a rectangular footprint and a moderately pitched side gable roof, with front and rear-facing gables and moderate eaves. The eaves for the side gable roof extend to nearly the belly band between the main and upper levels of the house and display exposed rafters. A full-width porch extends across the building frontage, accessed via nine concrete steps enclosed by a two-step stone cheekwalls of the same design as the building foundation and capped by a concrete coping. The porch itself is defined by openings with elliptical-shaped arches and a wood balustrade with rectilinear and diagonal elements. At the upper level is a recessed opening topped by a slightly peaked lintel, below a projecting panel under the gable end supported by corbels and featuring a round-arched, louvered vent. Within the recessed opening is a long, horizontally oriented, three-part window. The house is clad in smooth stucco at the main level and heavily textured, pargeted stucco at the upper level. Additional materials that contribute to the Arts and Crafts character of the house are the clinker brick chimney and the uncoursed mosaic pattern of the stone foundation and the cheekwalls at the front steps. Windows are primarily wood frame and window and door surrounds typically display splayed lintels with a slight peak and slightly tapered side casings. A common treatment is a double-hung window with three or four lights in the upper, shorter frame. The roof is finished in composition shingles. The Craftsman house was constructed by builder James L Morrison beginning in 1910. Morrison lived in the house with his wife and family until he sold it to T.H. and Bessie Tollefsen in 1911.

PHYSICAL DESCRIPTION

Location and Setting

The house 517 W. Sound Avenue is located within the south-central portion of Spokane's National Register-listed Marycliff-Cliff Park Historic District in the Cliff Cannon neighborhood of Spokane's South Hill. It is approximately 225' west (the fourth house) of the historic district's Cliff Park, on the south side of Sound Avenue, among a row of regularly spaced houses of approximately the same vintage that are set back on their lots. The street itself accommodates two lanes of traffic with parking on each side and mature Maple trees within the planting strip on the curb side of the sidewalk. The block itself is irregular in shape, bounded by W. Sound Avenue on the north; S. Stevens Street on the east; W. 13th Street on the south; and S. Wall Street on the west. The block to the immediate north is rectangular in shape with a more uniform development pattern, with the exception of the modern split-entry house and the vacant lot at 508 S Sound across the street from the subject property.

The 2,380 square foot house with a 1,296 square foot basement is sited on a 7,950 square foot lot (0.18 acre) faces north. Nearby is the 4.2-acre Cliff Park, a nearly round park that is best known for its giant basalt outcropping. Edwidge Woldson Park and the Corbin Art Center are four blocks to the north.

Exterior Description

Front (north) façade. The front façade of the house displays a deep, full-width porch accessed via a central stair made up of nine broad concrete steps and enclosed by stepped cheekwalls of the same material as the stone foundation, with a concrete coping and a metal balustrade on the left side. The front porch, which has wood finishes on the floor and ceiling, displays shallow, elliptical-arched openings across the frontage and on the ends. The openings are spanned by wood balustrades made up of narrow boards placed in rectilinear and 'X' shaped patterns. The posts themselves are tapered and finished in rough-textured stucco.



Photo 1: Front and west side facades

The entry door is placed slightly right (west) of center. It features an oval window with beveled glass and is set within a simple broad surround with a splayed lintel with a slight peak in the center and tapered casings on the sides. This is typical of most door and window surrounds throughout the house. To the left (east) of the entry is a three-part focal window with a broad fixed light in the center, flanked by narrow, one-over-one-light, double-hung windows, the top sash being about half the height of the bottom sash. To the right is a broad, three-over-one-light, double-hung window. Visible below the porch is the rough, uncoursed basalt rock in the mosaic pattern that characterizes the foundation of the house. To each side of the stairs are large, arched openings that are infilled with narrow vertical slats that ventilate the area under the porch.



Photo 2: Front (north) gable

At the upper level of the house is a large, centered, gabled dormer that extends about half the width of the upper level of the house. It has a moderately pitched roof with moderate eaves and exposed rafters. The gable is clad in the unique parge-stucco finish that characterizes the exterior throughout the upper level of the house.¹ In this case, the two layers of stucco are composed of rounded, lozenge-shaped, three dimensional pieces set a

¹ Cyril M. Harris, editor, *Dictionary of Architecture and Construction*. New York, NY: McGraw-Hill, Inc., 1975: 349. The magnesite stucco finish was introduced before World War I. One popular brand was Kellastone, which was advertised for its weather-proof and elastic qualities. The application is referred to as parge-stucco in this document, defined as ornamental plasterwork in low relief by Harris.

slight curving pattern in a smooth stucco base. Fields within this treatment are separated by decorative false half-timbering.

Centered within the gable is a large, recessed opening within which is a three-part, horizontally oriented window with a large central fixed light flanked by two smaller lights within a vinyl frame. Above the recessed area an overhang is supported by a row of corbels. Below is decorative half-timbering that imitates the appearance of a balcony with sawcut balusters. Under the gable end is a narrow louvered vent within a round-arched opening. Visible on the left side of the roof is a chimney for the endwall chimney on the east façade, which extends through the roof.

West side façade. The west side façade displays the main side gable for the house, whose eaves with their exposed rafters extend nearly to the bottom of the upper floor and are supported by knee brackets. The main level is finished in smooth stucco, while the raised foundation has the same rustic, uncoursed stone seen throughout the house, punctuated with two-part sliding windows. At the main level is a nearly centered entry door with two lights in the upper portion, accessed via an open stoop with three concrete steps. To its immediate right is a three-lights-over-one-light, double-hung window with a similar surround as other windows on the house. To the left, toward the front of the house, is a similar three-over-one-light window. The main level of the house is separated from the foundation by a wide bellyband with crown molding and the main level is separated from the upper level by a wide bellyband made up of three narrow boards.

At the upper level, centered under the gable end, is a shallow square bay topped by a shed roof with exposed rafter tails. This bay displays three single light windows and is flanked by three-over-one-light, double-hung windows with vinyl frames. Above this bay, a projecting panel under the gable is supported by corbels and displays the same treatment as seen elsewhere on the upper level of the house, which is decorative false half-timbering infilled with a textured stucco finish. On the right (south) side of this façade the addition to the house can be seen, which encloses the original rear porch. It has a shed roof with one knee bracket and is clad in smooth stucco.

Rear (south) façade. On the main floor on the north, rear façade is the enclosed portion of the rear porch which is finished in smooth stucco. On the left side is a four-part opening with a double door of full-height glass flanked by broad sidelights; this ensemble is topped by three transom windows. Like other openings on the house, the sides of the wood surround here are slightly tapered and the top or lintel is splayed. To the right, centered on this façade, is a single door of full-height glass with narrow sidelights, topped by a transom window. To its right is a four-over-one-light window, that is similar to the three evenly spaced windows on the upper level. The roof overhang here is deep, sheltering the deck that extends across the full width of this facade. The deck is enclosed with a wrought iron rail and is accessed from the back yard by six wood steps. The area below the deck is enclosed with wood lattice. The upper gable on this facade is similar to the gable on the front of the house, with a projecting panel supported by corbels, a round-arched louvered vent under the gable end, and the same stucco cladding with false half-

timbering. Visible on the left side, within the side gable portion of the roof, is the clinker brick kitchen chimney.



Photo 6: Upper east side facade

East side façade. The east side façade closely matches the west side façade in terms of building form and finishes. Differences are as follows. A clinker brick endwall chimney is located toward the front (north end) of this wall. Flanking the chimney at the main level are two horizontally oriented, single light windows aligned with the belly band. To the left (south) is a broad, three-over-one-light, double-hung window, also aligned at the top edge with the belly band, which is a

plain board with crown molding. At the upper level are two, four-over-one-light, double-hung windows, flanked by two diamond shaped windows. The uppermost level, under the gable, displays the same treatment as on the west side façade, with the half timbering describing a half circle with curved elements radiating outwards. The foundation stonework on the east side façade matches the stonework visible on the west and front facades.

Interior Description

Materials. Floors are typically hardwood, with a narrow border of dark wood. An exception is the kitchen, whose floor is patterned tile. Walls are lath and plaster. Wainscoting, where it occurs, is a simple board-and-batten design. The ceilings are also plastered; the living and dining rooms display wood boxed beams as well. Fixtures are original or period appropriate. A number of the windows, particularly the single-light windows, have obscure glass that is window film in a diamond pattern. Windows and doors are typically of the same design as exterior windows and doors, with tapered sides and splayed lintels with slight peaks. Interior openings and doorways are various with round arches, flat arches, and flat arches with slight curves at the corners (also referred to in this document as elliptical arches). The opening between the living room and dining room has a pocket door. The original radiators are intact and heat the house.

Main floor. The entry to the house opens onto a central hall that extends through the house to the back (south) wall of the kitchen, with its double entry door. Inside the front door is a small vestibule. To the right, off the central hall, is the office. Two doors on the south wall of the office lead to a closet and a five-step stair to the landing at the door on the west side of the house (this half stair is matched to the south with another half stair from the kitchen to this landing). Traveling south, the next opening has a stair to the second floor, which displays a straight run of twelve steps to a landing and another two steps that terminate at the upper hall. The final room, at the end of the hall, is the kitchen, which is oriented north-south and includes an addition that takes in a former back porch. Within the kitchen is a long, free-standing island. Between the kitchen and dining room is a passageway and north-south counter within a broad opening. In the southeast corner of the kitchen is a mud-room containing a small sink, separated from the rest of the room by a sliding door.

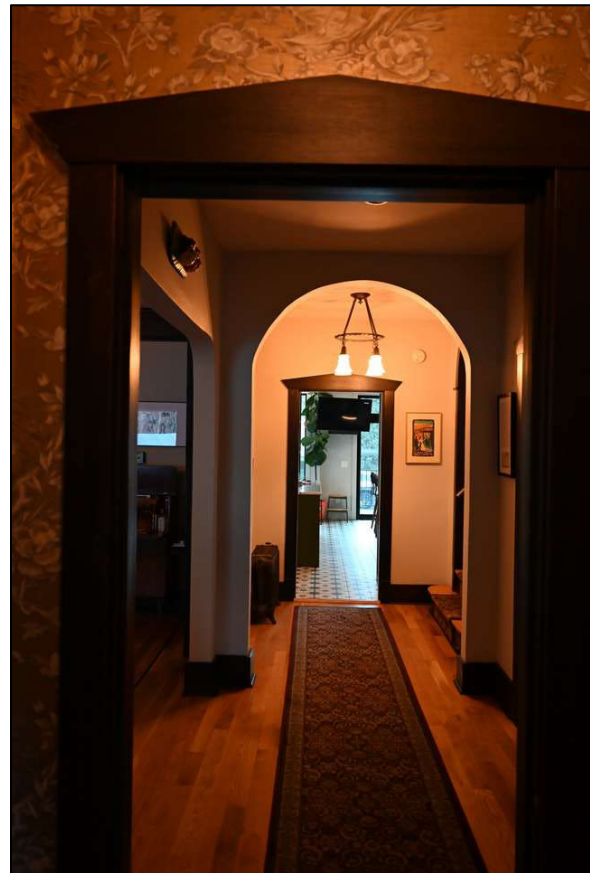


Photo 7: Main hall, looking south

To the left of the entry vestibule, through a broad opening, is the living room. Straight ahead within this room on the east wall is the fireplace, which is finished in stone in an uncoursed, roughly squared pattern.² To the left is the window overlooking the front porch. To the right is another broad opening, which leads to the dining room. Straight ahead within the dining room, on the south end, is a broad, built-in buffet with cabinetry. It is flanked by two single-light casement windows. Beyond the window on the right is the rear portion of the kitchen; the window to the left looks over the rear yard. To the left within the dining room is the broad, three-



Photo 11: Dining room, looking south

² The American Institute of Architects, *Ramsey/Sleeper Architectural Graphic Standards* (Seventh Edition). New York, NY: John Wiley & Sons, 1981:223.

over-one-light window with obscure glass, which looks onto a driveway for the neighboring property to the east .



Photo 13: Balustrade at upper hall

Upper floor. The stair to the upper floor terminates at a short hallway, which displays its original balustrade of square balusters and a square newel post. To the immediate right is a small powder room that overlooks the driveway to the west. The hall winds to the east and then north, towards the upstairs office. At about the center of the north-south portion of the hall is a built-in cabinet to the left, and the entry to the master bedroom to the right. On entering the master bedroom, the two windows straight ahead overlook the

neighbor's driveway to the east. To the south of the master bedroom is a series of small rooms/spaces that contain a shower, a toilet, a vanity area, and two closets. Continuing along the north-south hall, to the left, on the west side of the house, is a second small bedroom. Straight ahead is the upstairs office, which occupies the front gable of the house and includes a long, horizontal, three-part window that overlooks Sound Avenue to the north. A large storage room is on the east side of the office.

Basement. The basement is accessed via the eight steps that extend from the landing at the exterior door on the west façade. Off the stairs is a 'rec room' (as it is called in the 1959 permit) with a second fireplace. Also in the basement is a bedroom with a bathroom, a furnace room, a laundry room, and storerooms.

Changes over time. The 1919 photograph of the house shows the front and side façades to be virtually unchanged today (an exception is the window configuration for the main upper window on the north elevation). In 2023, a 237 square foot addition was constructed on the rear (south side) of the house, that enclosed what had previously been a rear porch (this porch was not original to the house), which extended the kitchen and added a mud room. Other interior changes were also made on the second floor, primarily a reconfiguration of the rooms to the south of the master bedroom which are the master bathroom and closets. The basement rec room was finished in 1959 (permit records).

Landscaping and Site

The landscaping for the property at 517 W. Sound Avenue is relatively simple. In the front yard, a lawn dominates the main portion of the yard, with a path of pavers from the public sidewalk to the front stairs. Planting beds are outlined with individually placed stones, as are accent points. The shared driveway to the property (between 517 and 521 W. Sound) is also finished with pavers and defines the west side of the front lawn. A driveway belonging to the neighboring property at 511 W. Sound Avenue borders the east side of the subject property. The back yard is also primarily planted in lawn with stone

borders. A wood fence and trellis provides screening from neighboring yards on each side. A flagstone path extends from the back steps of the house to the 2010 one-and-one-half story garage and storage space at the rear of the lot, which has a 576 square foot garage on the ground floor and 240 square feet of space on the second floor.

The house at 517 W. Sound Avenue retains excellent integrity of location, design, materials, workmanship, and association and is in excellent condition. See p. 12 for a full integrity analysis.

SUMMARY STATEMENT

The house at 517 W. Sound Avenue, the T.H. and Bessie Toleffsen House, was built by contractor James L. Morrison, who also lived in the house in 1910 and early 1911. The house is a singular expression of the Arts and Crafts style with Tudor Revival elements, seen particularly in its use of natural materials, including the unique pargeaded stucco treatment on the upper part of the building, and its combination of design elements that showcased the stone, stucco, and brick of the building. The house is significant and eligible for listing in the Spokane Register of Historic Places under Category C, as possessing high artistic value. Its area of significance is Domestic, single dwelling. Its period of significance is 1910, the year the house was constructed.

The Marycliff/Cliff Park Historic District

The T.H. and Bessie Tollefsen House at 517 W. Sound Avenue is located within the Marycliff/Cliff Park National Register Historic District, in the Cliff Cannon Neighborhood on Spokane's lower South Hill. It is sited directly west of Cliff Park on the east-west Sound Avenue and faces north, overlooking Sound Avenue. The 1910 house was constructed toward the end of Spokane's explosive period of growth from about 1900 to 1912, as were most of the houses in the immediate vicinity of this house.

The Founding of Spokane. James N. Glover, who is credited with founding Spokane, platted Spokan Falls, as it was known, in 1878. Spokane became a railroad hub with the arrival of the Northern Pacific Railroad in 1881, followed by completion of the transcontinental link in 1883. The young city, which also had a fortuitous source of waterpower in Spokane Falls, became a regional center for the mining, timber harvesting, and agricultural industries. Glover would eventually sell half his interest in the 22-block town site to John J. Browne and A. M. Cannon. Their additions, which became known as Browne's Addition and Cannon's Addition, were the first exclusive residential enclaves in the city.³

Spokane's first growth spurt occurred in the decade from 1880 to 1890. In 1880 the city's population was 350. By 1890 it was 20,000 within the corporate limits. This made it the largest inland city west of Minneapolis and north of Salt Lake City. The population nearly doubled again by 1900 and then rose to 104,000 by the time of the 1910 census. This paralleled a strong growth trend throughout the Pacific Northwest and spurred the rapid expansion of residential neighborhoods. The Spokane fire of 1889 drew settlers to Spokane, which stimulated the economy and kicked off the city's most prolific period of

³ Diana J. Painter, *Spokane Register of Historic Places Nomination – Kemp, Charles J. and Maud, House*, May 23, 2022:Section 8 Page 2.

growth – the post-fire years of 1890 to 1912 – which resulted in the patterns seen in the city's urban form today.⁴

The Clarke-Cooke Company. The property on which the subject lot is located was originally owned by the Northern Pacific Railway. It was sold to the Clarke-Cook Company, a real estate development firm in Spokane, who had it platted as the Cliff Park residential neighborhood.⁵ By 1905 Harl J. Cook and Charles W. Clarke, founders of the Cook-Clarke Company in the 1890s, were boasting about what was now the Resurveyed Cliff Park Addition in the *Spokesman-Review*:

*CLIFF PARK
Scenic Addition of Spokane*

*We have petitioned the city to grade every street in the addition. It is our intention to have all improvements made at the earliest possible date, so that those contemplating building in the early spring will find the streets graded, [side] walks down, and water in front of their houses as soon as they are completed. If you want a choice lot in the choicest addition to Spokane, select it now and get the benefit of the advance in values which is sure to come.*⁶

The Cliff Park neighborhood was regarded as one of the "up-and-coming" neighborhoods on Spokane's South Hill. Building sites were advertised from \$900 to \$2,000, and most house prices ranged from \$2,500 to \$8,000 to \$14,000, with some of the most desirable sites, like the view lots along Sumner Avenue reaching \$30,000. By the end of 1912, most of the neighborhood had been developed with single-family homes displaying a mix of building forms, sizes, and styles. These included Tudor and Colonial Revival, and French and Spanish Eclectic styles, and both large and more modest dwellings interpreted in the Craftsman tradition.⁷

The Cook-Clarke Company wrote protective covenants to control the architectural development of the Cliff Park neighborhood and attached the covenants to warranty deeds for each lot sold in the area. These included:

- the dwelling house shall cost more than \$2,500 exclusive of all other improvements,

⁴ Donald Meinig, "Spokane and the Inland Empire: Historical Geographic Systems and a Sense of Place," in David H. Stratton's *Spokane and the Inland Empire*, Pullman, WA: Washington State University Press, 1991.

⁵ Michael Schmeltzer, "How to Hunt Down House History," *The Spokesman Review*, September 21, 1987:13, 16.

⁶ Liinda Yeomans, *Spokane Register of Historic Places Nomination – Richard & Jessie Nuzum House*, April 9, 2012:Section 8, Page 2.

⁷ Op. cit., Yeomans, 2012:Section 8, Page 3.

- all barns, woodsheds, and outbuildings shall be constructed to conform in architectural and exterior appearance and finish to the said dwelling house,
- said dwelling shall be set in at least 25 feet from front of said lot.⁸

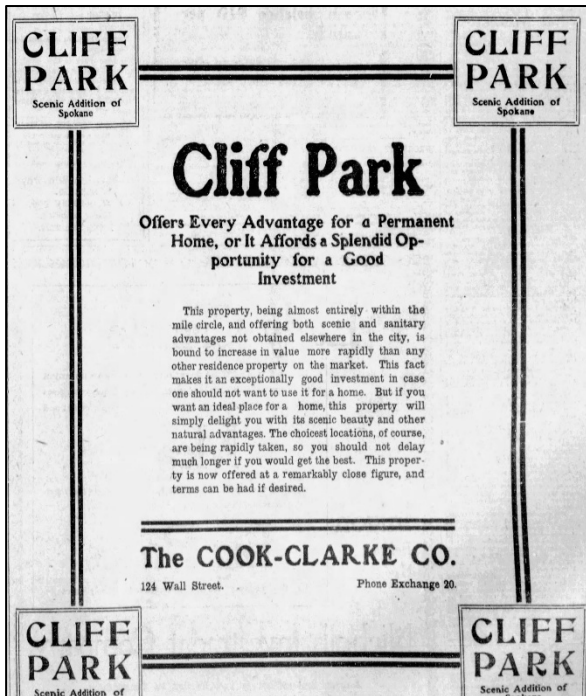


Figure 6: Advertisement for Cliff Park

The protective covenants implemented in the Cliff Park neighborhood illustrated a city-wide trend towards architectural control in the early 20th-century development of residential neighborhoods in Spokane. Other residential neighborhoods in Spokane that initiated protective covenants in the early 1900s include the Manito Park neighborhood, the Cannon Hill Park neighborhood, and the Rockwood neighborhood.⁹

The Cliff Cannon Neighborhood. The Cliff Cannon Neighborhood encompasses Cannon's Addition and Cliff Park, according to the city's profile. The profile notes that Cannon's Addition was named for and originally platted by Anthony McCue Cannon in 1883, and that by the late 1800s, the northern portion had evolved into an elite neighborhood.¹⁰

Edwidge Woldson Park (previously, Pioneer Park) and the houses along W. Sumner Avenue are among the special features of this area, which is also known for its expansive views. The upper (southern) portion developed around Cliff Park, which is known for the basalt outcropping that is the centerpiece of the park and has been prized for its views since before Spokane's settlement by Euro-Americans. In contrast to the lower portion of the neighborhood, residential development here was more oriented towards middle and upper middle-class residents.

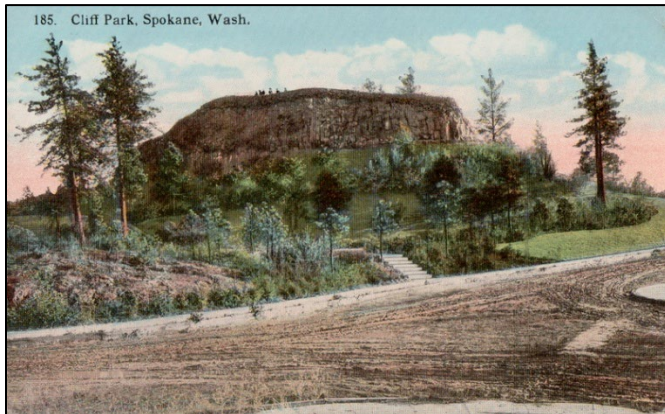
Cliff Park. The land for Cliff Park was donated to the city by real estate developers Harl Cook and Charles Clarke of the Clarke-Cook Company in 1904. The park was formed in 1908, when minimal improvements were made, including steps, paths, benches, and a

⁸ Op. cit., Yeomans, 2012:Section 8, Page 2.

⁹ Ibid.

¹⁰ "Cliff Cannon," *Shaping Spokane*,

<https://static.spokanecity.org/documents/shapingspokane/neighborhood-profiles/cliff-cannonneighborhood-profile.pdf>, accessed February 2025:1.



drinking fountain. The design of the park was commented on in the 1908 Spokane Parks Report prepared by the Olmsted Brothers of Brookline, MA. Spokane Park Superintendent John W. Duncan, who was selected by the Olmsteds for this position, authored a report in 1913 that included the recommendations from the 1908 report and further improvements that had been undertaken. At that

time a planting plan had been prepared for Cliff Park.¹¹ The park itself can be seen from the house at 517 W. Sound Avenue, although the basalt outcropping is obscured today by mature trees.

The Marycliff/Cliff Park Historic District. The house at 517 W. Sound Avenue is located within the Marycliff/Cliff Park National Register Historic District, which was nominated to the National Register in 1979. This historic district is within the Cliff Cannon Neighborhood, and centrally located on the east side, and encompassing Edwidge Woldson Park and Cliff Park. The subject house is contributing to the historic district, which means it is listed in the National Register of Historic Places.

The neighborhood developed in two distinct phases that span the years 1889 to 1941.¹² The Marycliff section was described in 1979 as, “. . . originally designed by Kirtland Kelsey Cutter to resemble English country estates in a scaled down version. Originally, these ‘in city estates’ were built on five to seven acres of land with the basaltic rock found on the land used in the construction of the homes, walls and landscaping.”¹³ The upper (southern) portion has been described as having a greater orientation toward the middle class. “On the extreme southern border of the district, the lots are of a standard city lot size of 50’ by 95.5’.” The nomination continues: “On Sound, 13th and 14th, there are many houses designed along the bungalow lines that use the half-timbering as a decorative feature. The carry over of elements of Cutter’s designs adds a note of aesthetic consistency to the district.”¹⁴ This is consistent with the house at 517 W. Sound Avenue, which has a bungalow form and features half-timbering.

¹¹ Joan Hockaday, *Greenscapes, Olmsted’s Pacific Northwest*. Pullman, WA: Washington State University Press, 2009:152.

¹² Claire Bishop and Sara Patton, *National Register of Historic Places Inventory – Nomination Form, Marycliff/Cliff Park Historic District*, 1979:Section 7, Page 1.

¹³ Ibid.

¹⁴ Op. cit., Bishop, 1979:Section 7, Page 3.

The Marycliff/Cliff Park National Register nomination does not specifically call out all the residences in the district. Rather, it discusses a few examples as they represent a style or building form found in the district. The following description is largely accurate for the house at 517 W. Sound Avenue. With respect to the “Bungaloid,” the nomination notes:

Homes exhibiting Bungaloid tendencies were the middle class response to the large homes on Sumner and Cliff Drive. . . .these modest homes used decorative features found in the Tudoresque/Jacobethan homes to dress up their houses. These homes also show some of the very nice decorative features commonly associated with bungalows. . . .Following bungaloid lines, the gable is steep with an interesting cross gable or dormers. Rafters, ridge beams and purlins extend beyond the walls and roof. The lower gable usually covers an open porch or screened porch and a large gable covers the main portion of the house. Chimneys are of rubble cobblestone, or rough-faced brick. The exterior finish is generally shingle, brick or stucco.¹⁵

The nomination speaks not only to the architectural styles present in the district, but also the residents over time. “The Marycliff/Cliff Park District of Spokane has been the residential area for many prominent and influential people throughout Spokane’s history. From its earliest development in the late 1880’s to the present day, the area’s residents have included the leading citizens of Spokane, bankers, senators, businessmen, mining and lumber entrepreneurs, as well as prominent doctors, lawyers, and architects. As is often the case where the wealthy live, the area rapidly became a showplace of architectural styles; a number of homes having been designed by Spokane’s leading architects.”¹⁶

PREVIOUS OWNERS

The property on which the subject lot is located was originally owned by the Northern Pacific Railway. The land was sold to the Clarke-Cook Company of Spokane, who had it platted as the Cliff Park residential neighborhood.¹⁷

James L. Morrison, an independent building contractor, bought the lot (Cliff Park Resurvey, Block 14, Lot 8) at 517 W. Sound Avenue in 1909 as raw land (he also purchased the adjacent lot addressed as 521 W. Sound today). He built the house in 1910 and he and his wife Mary T. Morrison lived there with their three children until March

¹⁵ Op. cit., Bishop, 1979:Section 7, Page 4. Note that although the residence at 517 W. Sound Avenue is unique generally fits within the description noted in the nomination, it is a unique house, with its side gables, broad gabled dormers, and unique stucco finish. Note also that this nomination is nearly 50 years old and some of the houses listed as examples of the style have changed.

¹⁶ Op. cit., Bishop, Section 7, Page 1.

¹⁷ Schmeltzer, 1987:13, 16.

1911, when the house was sold to T.H. and Bessie Tollefsen. Mr. Tollefsen was Mary Morrison's brother. T. H. Tollefsen had the sewer and water for the property hooked up in March and April 1910, respectively. In 1915 they sold the property to Rasmus and Marie I. Sollid. Thereafter, the house turned over in ownership numerous times until 1962, when it was purchased by Melvin M. and Joyce L. Schaff. One resident that lived in the house in the late 1980s and 1990s is Michael Schmeltzer, who worked at *The Spokesman-Review* and wrote an article about the house that also included information on researching historic houses in Spokane.¹⁸ The house was most recently purchased in 2021 by the present owners. The following is a list of known owners and the dates that they owned and/or occupied the house.

List of Previous Owners¹⁹

1909 – Land was purchased by James L. and Mary T. Morrison²⁰

1910 – House was completed in April of that year

1911 – The house was sold to T.H. and Bessie Tollefsen and the utilities were hooked up

1915 - The house was sold by Tollefsen to Rasmus and Marie I. Sollid

1919 – The house was sold by Tollesen to R. Collins (note discrepancy)

1920 – The house was sold by Sollid to Blanche M. Hagenbuch, et al

1921 – The house was sold by Hagenbuch to Fred A. and Maude Shore

1922 – The house was sold by Shore to Albert F. and Charlotte H. Grazer

1926 – Grazer died

1927 – Ward K. and Cecillia Newcomb were living in the house

1929 – The house was sold by Grazer to Edward D. and Jessie R. Lacy (note discrepancy)

1931 – The house was sold by Lacy to John S. and Mary Clara Anderson

¹⁸ Schmeltzer, 1987:13, 16. He also wrote about Spokane's architecture and planning history.

¹⁹ Note that this list was compiled primarily from deeds supplied by the Spokane County Assessor. Some information was taken from newspaper articles.

²⁰ Schmeltzer, 1987:13, 16.

1936 – Mr. and Mrs. James Leonard were living in the house

1938 – Duncan Cowgill was living at the house

1938 – The house was sold by the New World Life Insurance Company to Duncan S. and Lena R. Cowgill

1938 – Bethaline A. Lewis (nee Cowgill) was living at the house with her parents

1949 – Bethaline Lewis, executrix of the estate of Duncan S. Cowgill, sold the house to Douglas R. and Vivienne L. MacIntyre

1951 – The house was sold by MacIntyre to Donald G. and Lucile B. Dewey

1962 – The house was sold by Dewey to Melvin M. and Joyce L. Schaff

1984 – The house was sold by Schaff to Michael C. and Joann Moore

1986 – A real estate open house was held at 517 W. Sound Ave

1987– House was sold to Michael Schmeltzer, who lived there in 1990 (permit records)

2010 - Wendy Hise Corbin owned the house

ca 2017 – Lisa Huffnagel owned the house

2021 – The present owners, Steve and Sybil MacDonald, bought the house.

ARCHITECTURAL CONTEXT

The Arts and Crafts Style

The house at 517 W. Sound Avenue is designed in the Arts and Crafts style, which emerged in the early 20th century as a counterpoint to the highly ornate Queen Anne style of the late Victorian era. The style was an architectural departure from earlier styles but also made a social statement. It represented – at least symbolically – a return to first principals and simplicity of architectural expression.²¹ In contrast to the Queen Anne style, for example, simplicity can be seen in the overall Bungaloid form of this house and Craftsman-era houses like it. Also seen in this house in particular is the way the design aesthetic is conveyed by the use of materials and combination of features and textures that display a new concept of complexity, in contrast to building form and architectural detailing.

²¹ Painter, *Kemp*, 2022:Section 8, Page 8.

This house represents a mix of Craftsman-era or Arts and Crafts and Tudor Revival elements, which was not uncommon in Spokane and is seen in particular in the residential work of the firm of Cutter and Malmgren, particularly in the upper portion of the Marycliff/Cliff Park Historic District.²² This house, however, has specific design elements and motifs that make it stand out among residences that combine these two styles.

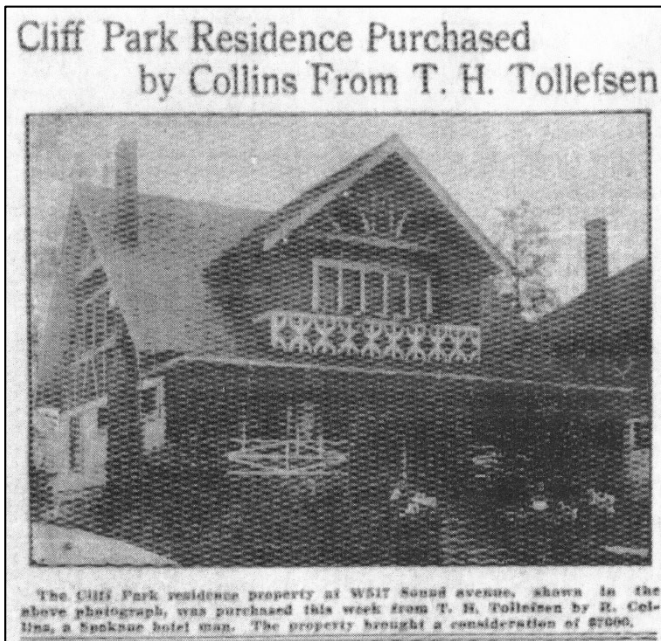


Figure 11: 517 W. Sound Ave in 1919

The Arts and Crafts Movement.

The Arts and Crafts Movement began in mid-19th century England in reaction to the Industrial Revolution, the urbanization that accompanied it, and resulting changes in the workplace and methods. Artists, artisans, architects, philosophers, and social critics banded together in reaction to shoddily-made industrial goods, the degradation inherent in mass production techniques, and widespread social and technological changes that were affecting all of society. The movement gained followers on the east coast of the United States following several key exhibitions in the late 19th and early 20th

centuries. The movement as interpreted in the design professions was popularized and disseminated in the United States by the writings of Gustav Stickley, a designer, author and publisher best known for his magazine, *The Craftsman* (1901-1916), and embodied in the design of the iconic 1907-09 Gamble House by the brothers Greene and Greene in Pasadena, CA.²³

The Arts and Crafts house is characterized by philosophical influences of the Arts and Crafts Movement in built form, which includes a return to hand craftsmanship and simplicity, and an expressed relationship to nature and the outdoors. The expression of

²² Lawrence Kreisman and Glenn Mason, *The Arts and Crafts Movement in the Pacific Northwest*. Portland, OR: Timber Press, 2007:146. Kreisman attributes the strong influence of the Arts and Crafts aesthetic to the influence of Malmgren, whose house was located in this area.

²³ Cyril M. Harris, *American Architecture, An Illustrated Encyclopedia*. New York, NY: W.W. Norton & Company, 1998:15.

structure was influenced by the value placed on honesty or authenticity in the built form and the concurrent interest in Japanese architecture.²⁴ Other ideals relating to hygienic living and the importance of home and family were expressed in the interiors or the interior's relationship to the exterior, including outdoor living rooms and sleeping porches, open interiors with a relationship to the outdoors, cleanly finished details, 'modern' kitchens, and the importance of the fireplace and hearth.²⁵

Attributes of the Arts and Crafts Style. General characteristics of an Arts and Crafts house often include a horizontal aspect, expressed by deep eaves and shallow-to-moderately pitched roofs; an expression of structure with extended (sometimes false) beam ends, exposed rafter tails, knee braces and specialty brackets, and open structures on exterior features; the use of 'natural,' typically heavily textured materials such as shingles, river rock and clinker brick; and outdoor living areas such as deep front porches, pergolas, and courts. Interiors featured an extensive use of wood. Leaded or beveled glass and complex window compositions embellished the interior as well.²⁶

Features of this house that display elements of the Arts and Crafts style include the extensive use of natural materials, including stone, brick and stucco. Details that display the craftsmanship of the home include the deep eaves and exposed rafters that articulate the dominant gable forms. Defined outdoor spaces are limited to the full-width front and rear porches, which are nonetheless important outdoor spaces. The house displays interior materials and features that are indicative of the style as well.

It is not uncommon for Craftsman homes in Spokane to also include Tudor Revival elements that contribute to its overall effect. The Tudor Revival elements that this house incorporates include the false half-timbering and rough stucco finishes, although the stucco finish on the upper level of the house is unique. Other features that characterize a Tudor Revival house that are not seen here include a steeply pitched roof, narrow eave overhangs, large and/or articulated chimneys, and complex window designs or groupings, often with narrow windows. The treatment of these features on the house at 517 W. Sound Avenue affiliates it more strongly with Arts and Crafts influences.

Builder James L. Morrison

The builder of the house was James L. Morrison (1872-1941), who also built the house next door at 521 W Sound Avenue. Morrison (38) had a wife, Mary (32) and three young children when he lived in the house at 517 W. Sound Avenue in 1910. Early in his career

²⁴ Note that while house does not illustrate any references to Japanese culture, Jones' Tokyo Apartments in Spokane (no longer extant) called out as a particularly good representation of this influence in Kreisman's *The Arts and Crafts Movement in the Pacific Northwest*, 2007:113.

²⁵ Diana J. Painter, National Register of Historic Places Registration Form, Nettleton's Addition Historic District. Prepared for the City of Spokane. Prepared by Painter Preservation & Planning, February 2005.

²⁶ Ibid.

he listed his profession as a contractor or plasterer in the city directories.²⁷ In 1917 and 1918 he listed himself as a salesman. Thereafter, he referred to himself as being in real estate.²⁸ Newspapers articles at the time referred to real estate transactions he was involved in for a variety of property types.

RESPONSE TO SPOKANE ELIGIBILITY CATEGORIES

The following is an evaluation of the house at 517 W. Sound Avenue according to the possible categories identified for listing in the Spokane Register of Historic Places (Section 17D.100.020 Historic Landmarks and Districts – Designation).

1. Property is associated with events that have made a significant contribution to the broad patterns of the history of the city, county, state or nation; or

The house at 517 W. Sound Avenue is part of the residential development that occurred in Spokane's South Hill neighborhoods, particularly in the first two decades of the 20th century, creating the large residential enclaves that exist there today. However, there is nothing particularly significant about the house's historical role in this development; it is one of many houses that were part of it. The area did not play an early role in forming outlying residential neighborhoods, unlike Browne's Addition, nor was it particularly unique in its role in development patterns.

2. Property is associated with the lives of persons significant in the history of the city, county, state or nation; or

The property at 517 W. Sound Avenue is not known to have been associated with the lives of persons significant in the history of Spokane, Washington State, or the nation. The house has had many owners over time, the first one being the contractor who built it. None have stood out as having made particular contributions to our history.

3. 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; or

- a. Represents a type, period, or method of construction

The house at 517 W. Sound Avenue represents the bungalow form, which was most popular in the first three decades of the 20th century, and like most bungalows in the Pacific Northwest, is wood frame construction. These qualities do not necessarily make the house stand out for its association with these criteria. In this sense, it is not unlike a large percentage of the houses in the Cliff Cannon

²⁷ R. L. Polk, Spokane City Directories, 1910-1954.

²⁸ The last listing found in the city directories is 1932.

Neighborhood as well as other early 20th century neighborhoods throughout Spokane.

- b. Represents the work of a master, or
The house was not found to be the work of a master. The contractor who built (and likely designed) the house, while incorporating some unique elements, did not continue in this line of work in his career. There is not a body of work that represents his contribution.
 - c. Possesses high artistic values, or
The house at 517 W. Sound Avenue is significant and eligible for listing in the Spokane Register (it is already a contributor to the National Register Historic District) as possessing high artistic values. It is an Arts and Crafts residence with Tudor Revival elements. It additionally incorporates special features that make it stand out among other Craftsman houses of this era and in this area. It does not display all the aspects of a Craftsman bungalow that affiliate it with this style, nor does it incorporate multiple elements of a Tudor Revival house. The way it combines the elements that are present, however, make it unique. These include the side gable form with its dominant front and rear-facing gables; decorative false half-timbering that enhances the building features; and extensive use of highly textured natural materials, especially the unique pargeted stucco finish at the upper level.
 - d. Represents a significant and distinguishable entity whose components lack individual distinction.
This criterion is intended for historic districts of largely vernacular buildings, where none particularly stand out as individually eligible, but that collectively represent a time, place, or other signifying factor.
4. Property has yielded, or is likely to yield, information important in prehistory or history; or
This criterion typically focuses on archaeological resources and is not relevant to this nomination.
5. A property that 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.
This criterion typically focuses on resources that are not eligible under the traditional built environment categories of 1 through 3 and is not directly relevant to this nomination.

In addition to meeting one or more of the above categories, a property must also possess integrity of location, design, materials, workmanship and/or association to be considered

eligible for listing in the Spokane Register. The following is a response to these aspects of integrity for the house at 517 W Sound Avenue.

Location is the place where the historic property was constructed or the place where the historic event occurred.

The property is sited in its original location.

Design is the combination of elements that create the form, plan, space, structure, and style of a property.

The house, which has excellent integrity, easily conveys the reasons for its significance. The design of the front and side facades are virtually unchanged; an addition is located on the rear where a back porch was formerly located. It follows the same form as the earlier porch. The house conveys a unique and balanced combination of elements, including its form, materials, and stylistic elements, that project its unusual design aesthetic.

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

The materials of the house are intact, including the pargeted stucco finish on the upper level of the house, the smooth stucco on the main level, the stone foundation, and clinker brick chimneys. Most of the windows are wood frame, as they were originally, although some have been replaced with vinyl units over time.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

The workmanship displayed on the building is intact, including the unique stucco treatment on the upper level. Most windows are also intact, which means that their workmanship is original as well. The foundation is intact and conveys its original workmanship.

Association is the direct link between an important historic event or person and a historic property.

The house at 517 W. Sound Avenue retains excellent design integrity, conveying its association between its historic use and appearance and its use today as a single-family house in the Marycliff/Cliff Park National Register Historic District.

SUMMARY STATEMENT OF SIGNIFICANCE

The house at 517 W. Sound Avenue is significant under Category C for its architecture, as possessing high artistic values. The house is an excellent example of the Arts and Crafts style with Tudor Revival style influences that also display some unique qualities, particularly in the nature of its materials and design, and the way the design elements are combined to convey the house's design significance. In addition to meeting this criterion

for individual listing in the Spokane Register of Historic Places, the house is listed in the National Register of Historic Places by virtue of it being a contributor to the Marycliff/Cliff Park National Register Historic District.

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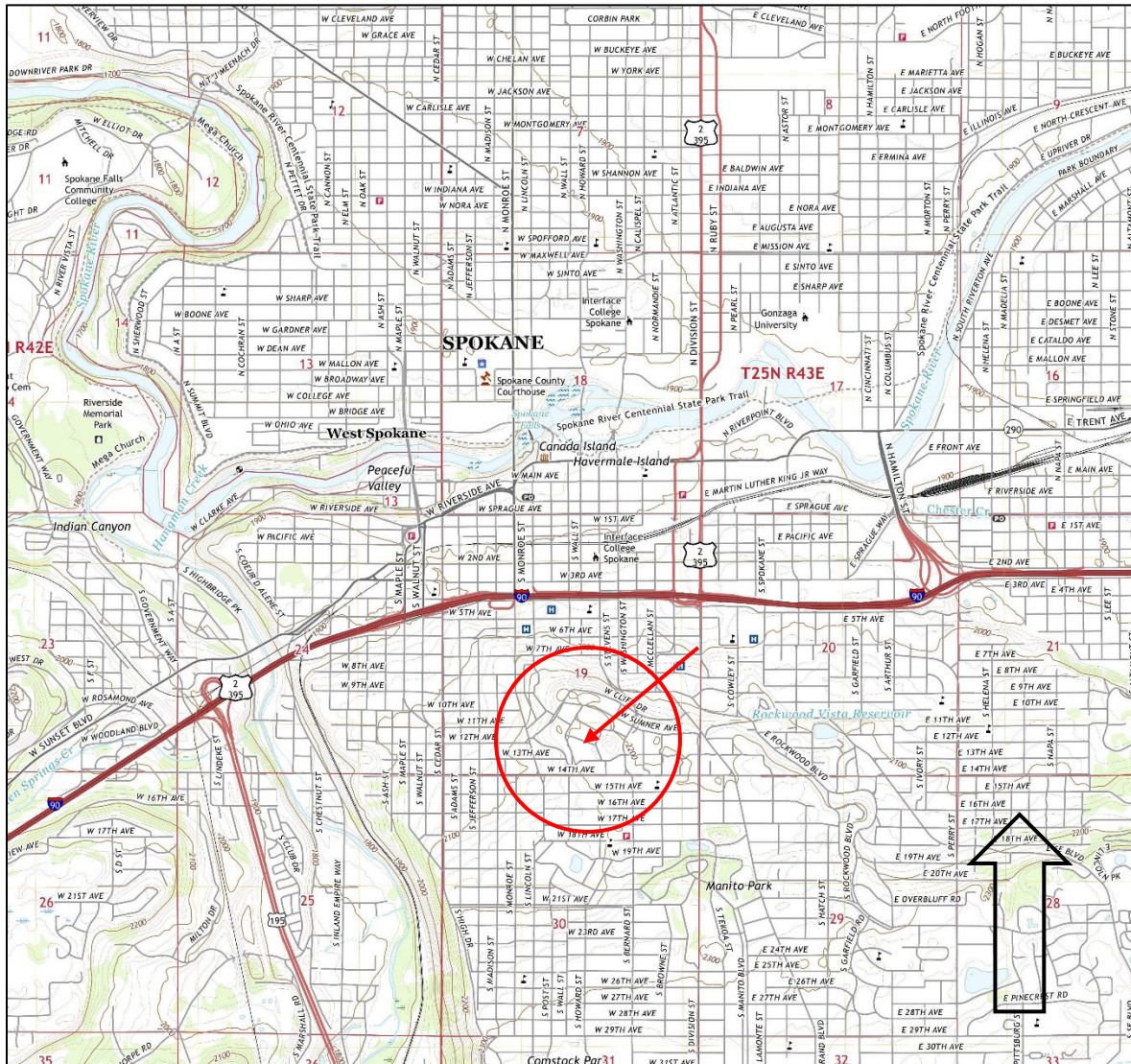
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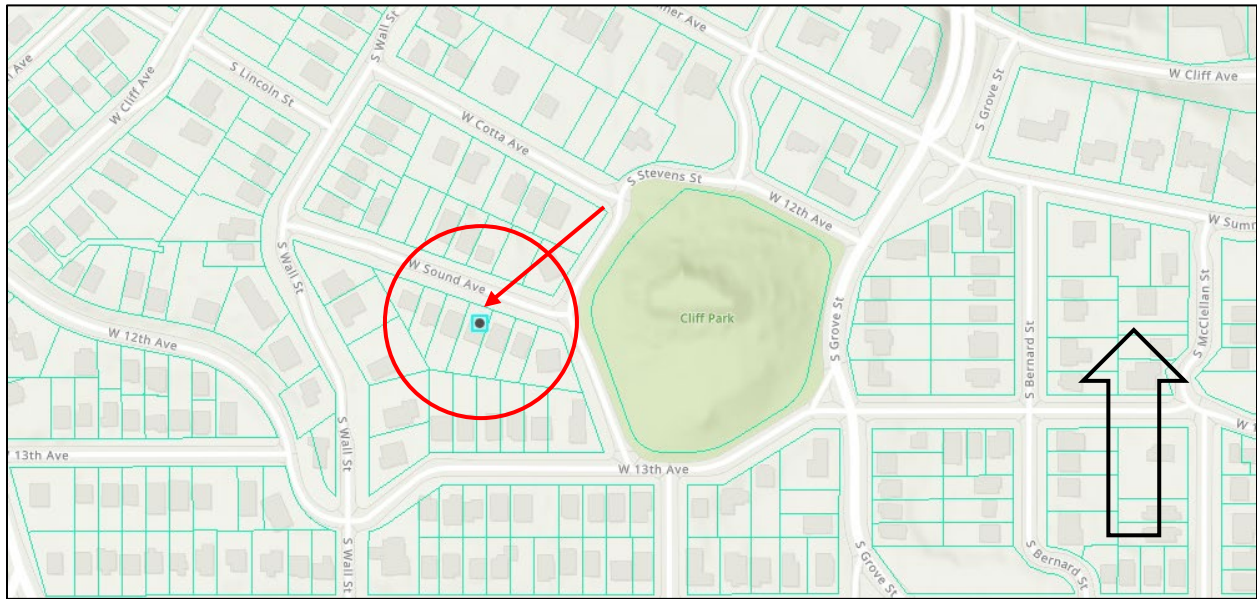
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Figure 1: Site location map



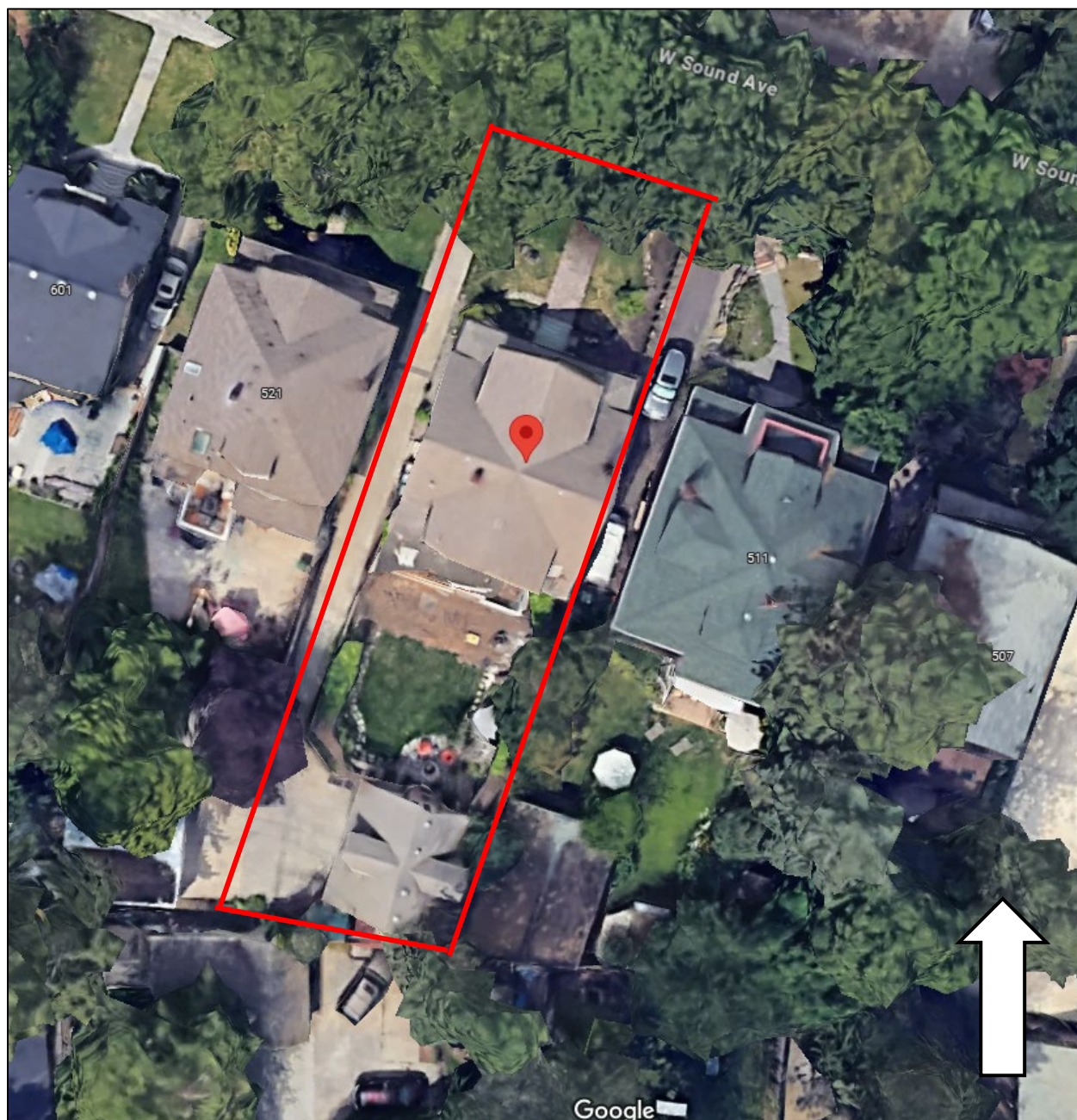
Source: Spokane NW 7.5 minute quadrangle

Figure 2: Site parcel map



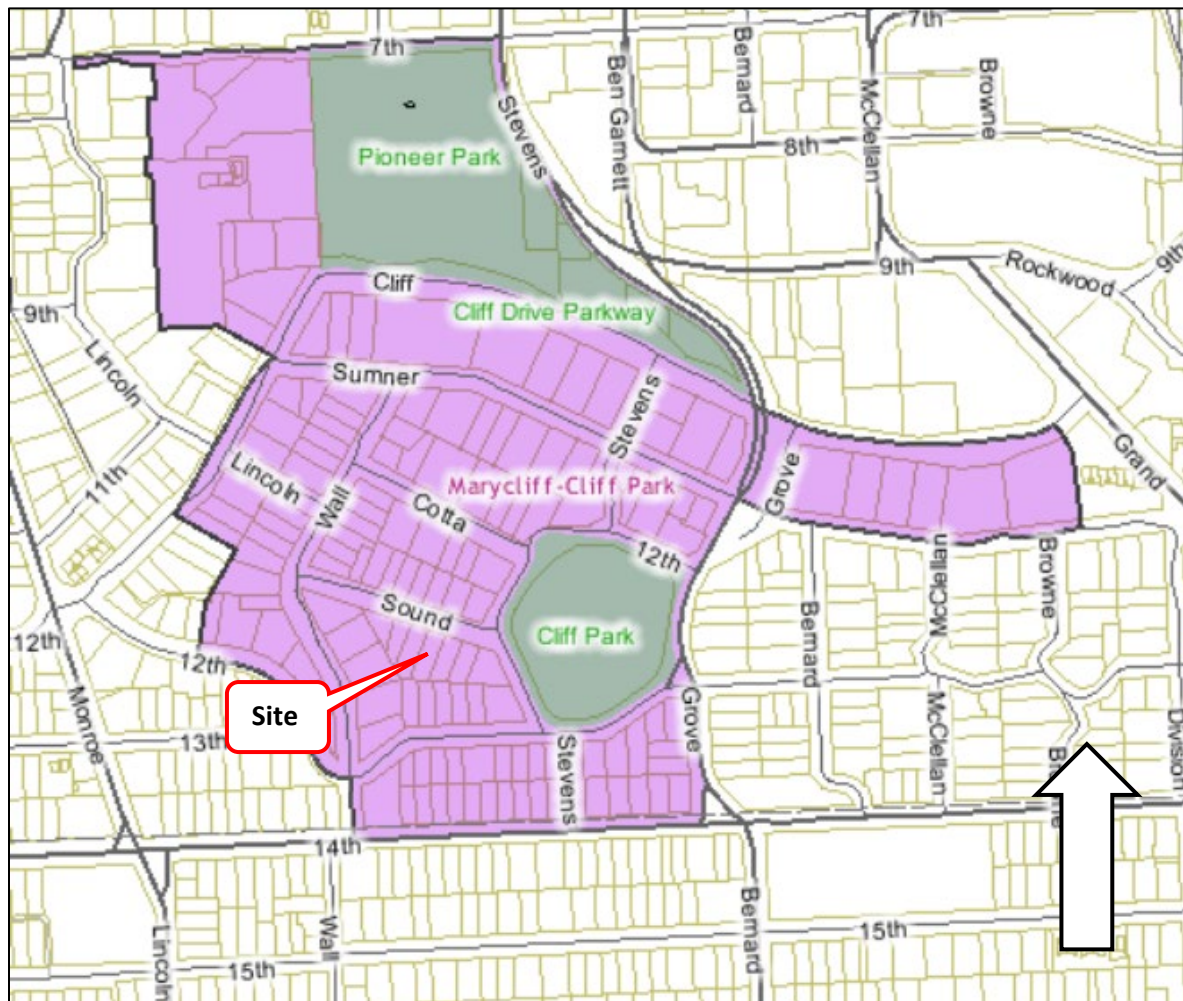
Source: Spokane County Assessor

Figure 3: Aerial site plan



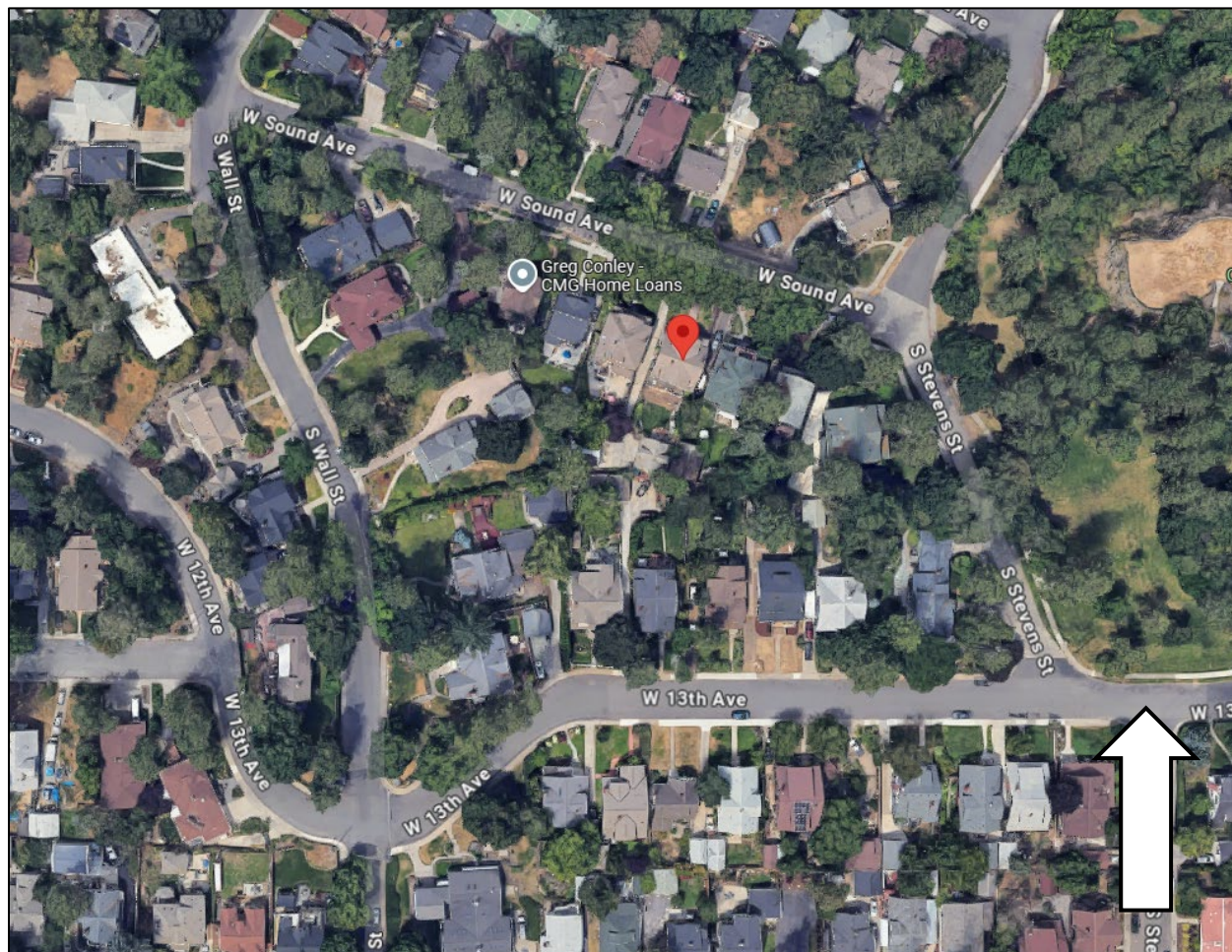
Source: Google maps

Figure 4: Marycliff/Cliff Park Historic District



Source: City of Spokane

Figure 5: Neighborhood context



Source: Google maps

Figure 6: Advertisement for Cliff Park, 1905

CLIFF PARK
Scenic Addition of Spokane

CLIFF PARK
Scenic Addition of Spokane

Cliff Park

Offers Every Advantage for a Permanent Home, or It Affords a Splendid Opportunity for a Good Investment

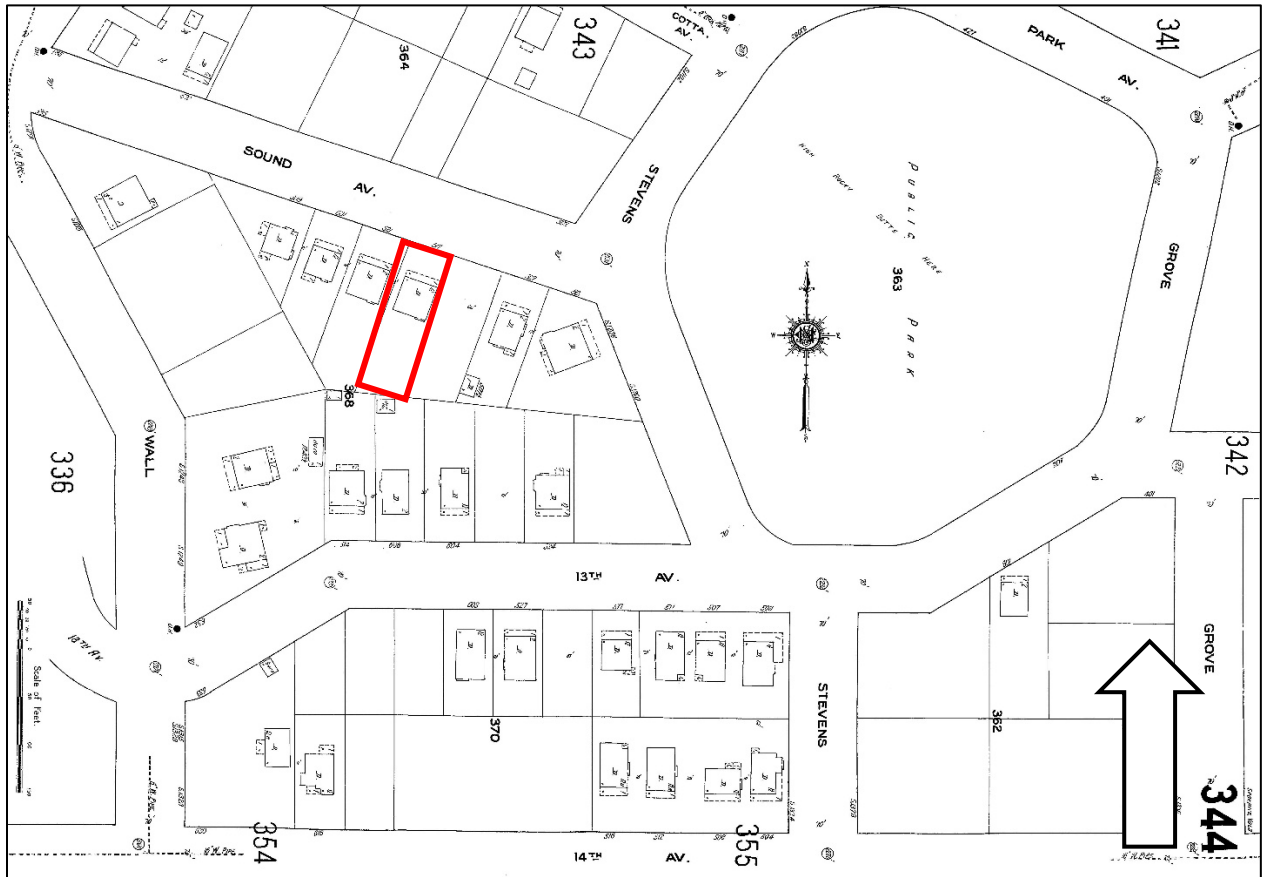
This property, being almost entirely within the mile circle, and offering both scenic and sanitary advantages not obtained elsewhere in the city, is bound to increase in value more rapidly than any other residence property on the market. This fact makes it an exceptionally good investment in case one should not want to use it for a home. But if you want an ideal place for a home, this property will simply delight you with its scenic beauty and other natural advantages. The choicest locations, of course, are being rapidly taken, so you should not delay much longer if you would get the best. This property is now offered at a remarkably close figure, and terms can be had if desired.

The COOK-CLARKE CO.
124 Wall Street. Phone Exchange 20.

CLIFF PARK
Scenic Addition of Spokane

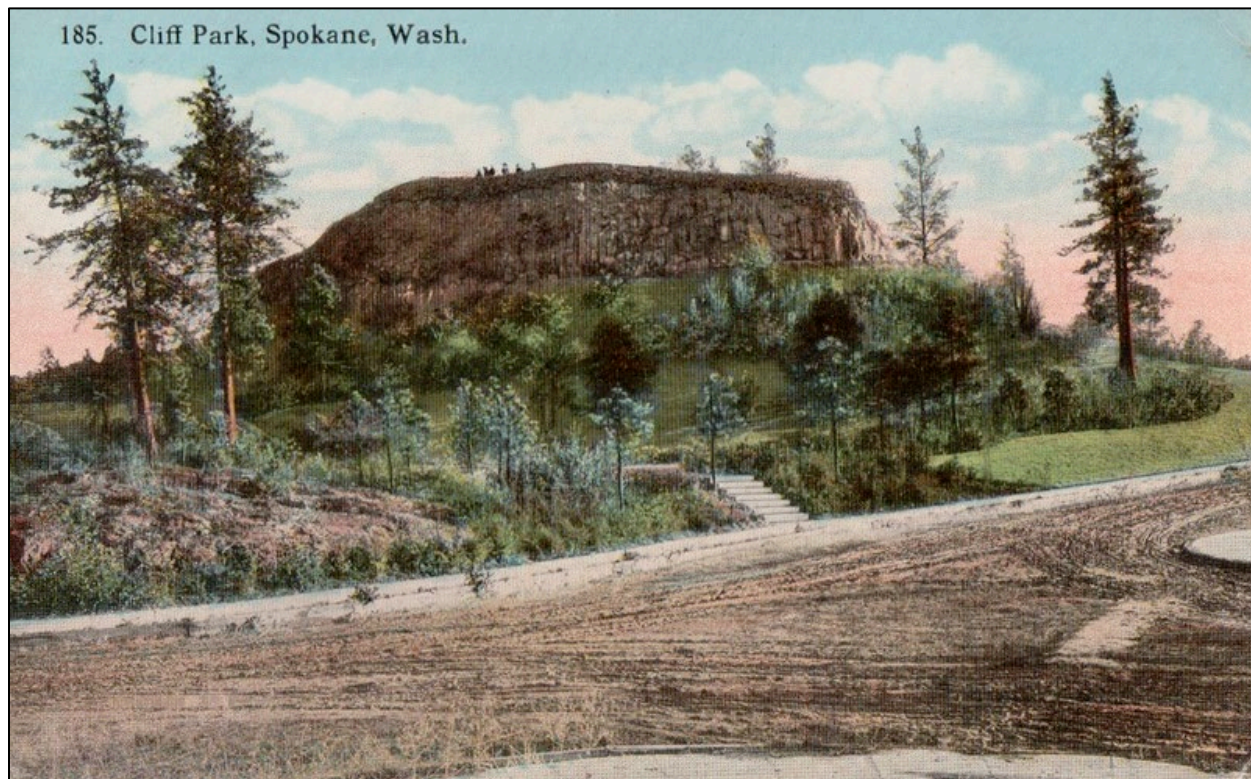
CLIFF PARK
Scenic Addition of Spokane

Figure 7: Sanborn Fire Insurance map showing house in 1910



Source: Sanborn Fire Insurance Map company

Figure 8: Cliff Park shown in postcard image, ca 1910




Source: Ray Fisher Postcard Collection, Northwest Room, Spokane Public Library

Figure 9: Advertisement for Kellastone stucco, 1917

OCTOBER, 1917 BUILDING AGE 25

KELLASTONE

IMPERISHABLE STUCCO



REDUCE BUILDING COSTS BY USING
KELLASTONE
MAGNESITE STUCCO

Get the high cost of building materials, yet improve the quality by using **Kellastone**.
Build for permanence, yet at the same time increase the beauty—use **Kellastone**.
Build a home that is FIREPROOF and WATER-PROOF—no other stucco than **Kellastone** will accomplish this.

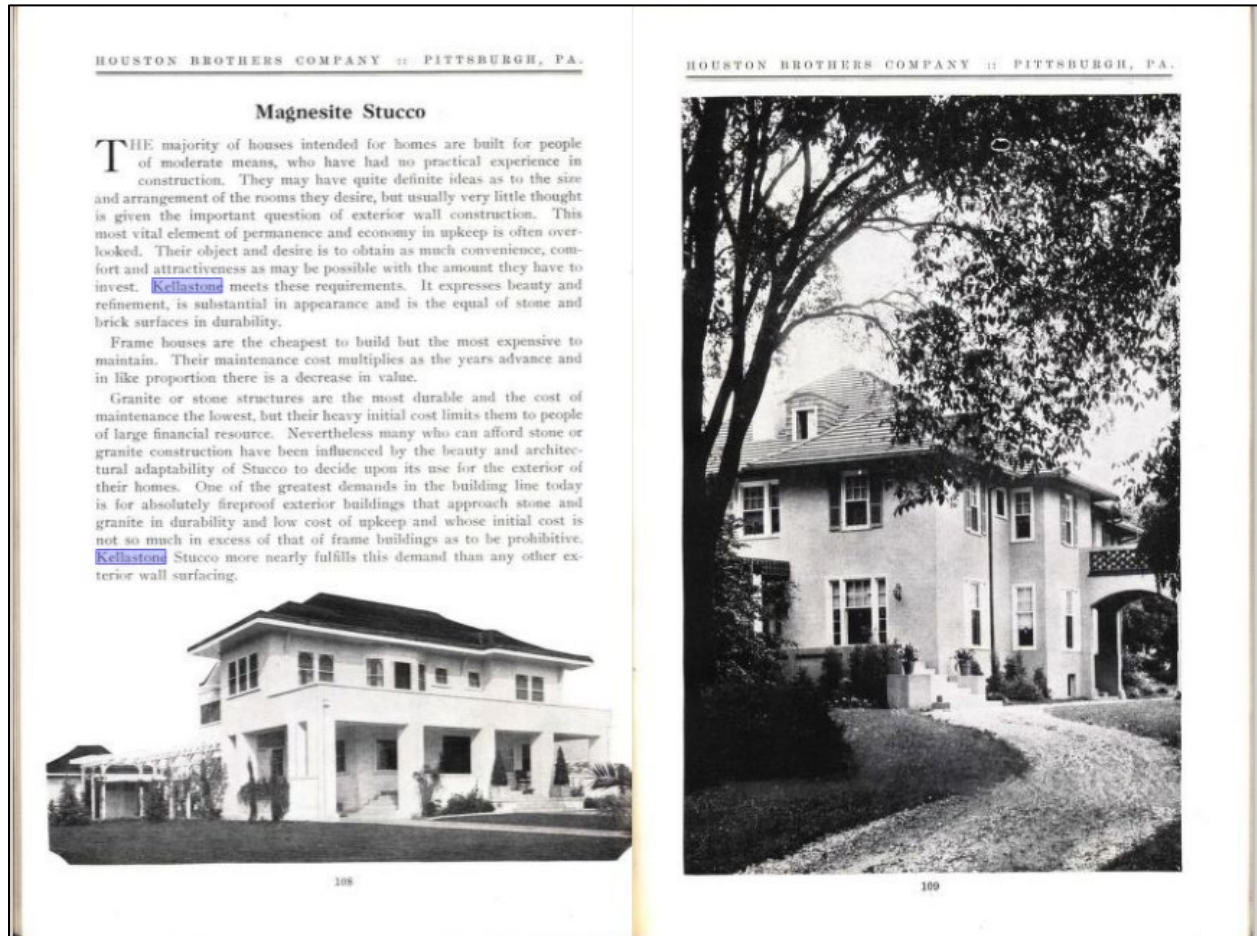
Kellastone Absolutely Will Not Freeze

If you are interested in learning about one of the greatest and most wonderful building materials in existence, the only stuccoing material in creation that may be termed **CRACK FREE**—
WRITE FOR BOOKLET No. 25, which tells about **Kellastone**—a remarkable MAGNESITE STUCCO.

THE NATIONAL-KELLASTONE CO.
1317 MALLERS BUILDING, CHICAGO ILL.

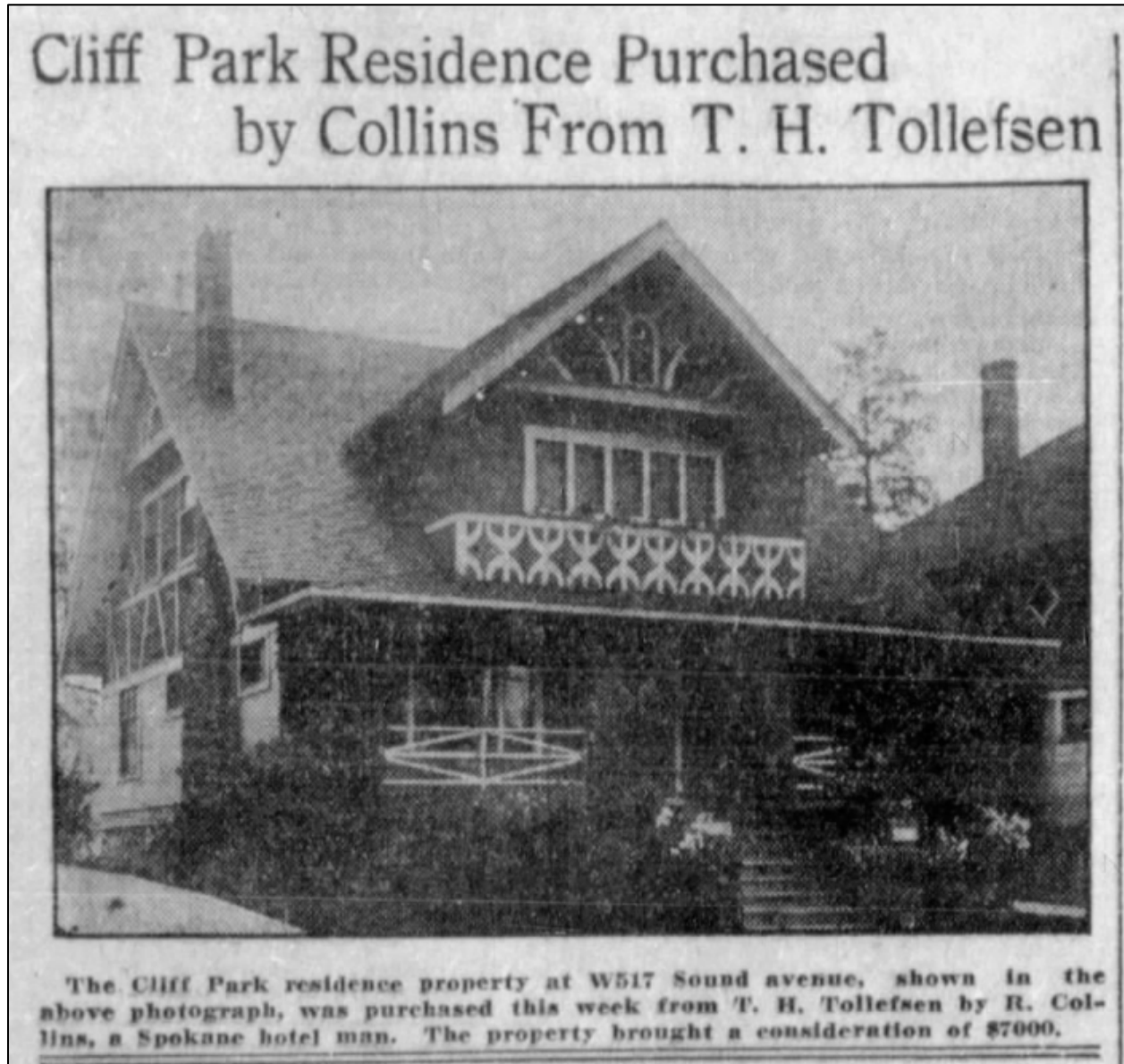
Please quote BUILDING AGE when writing to advertisers

Figure 10: Article on Magnesite Stucco



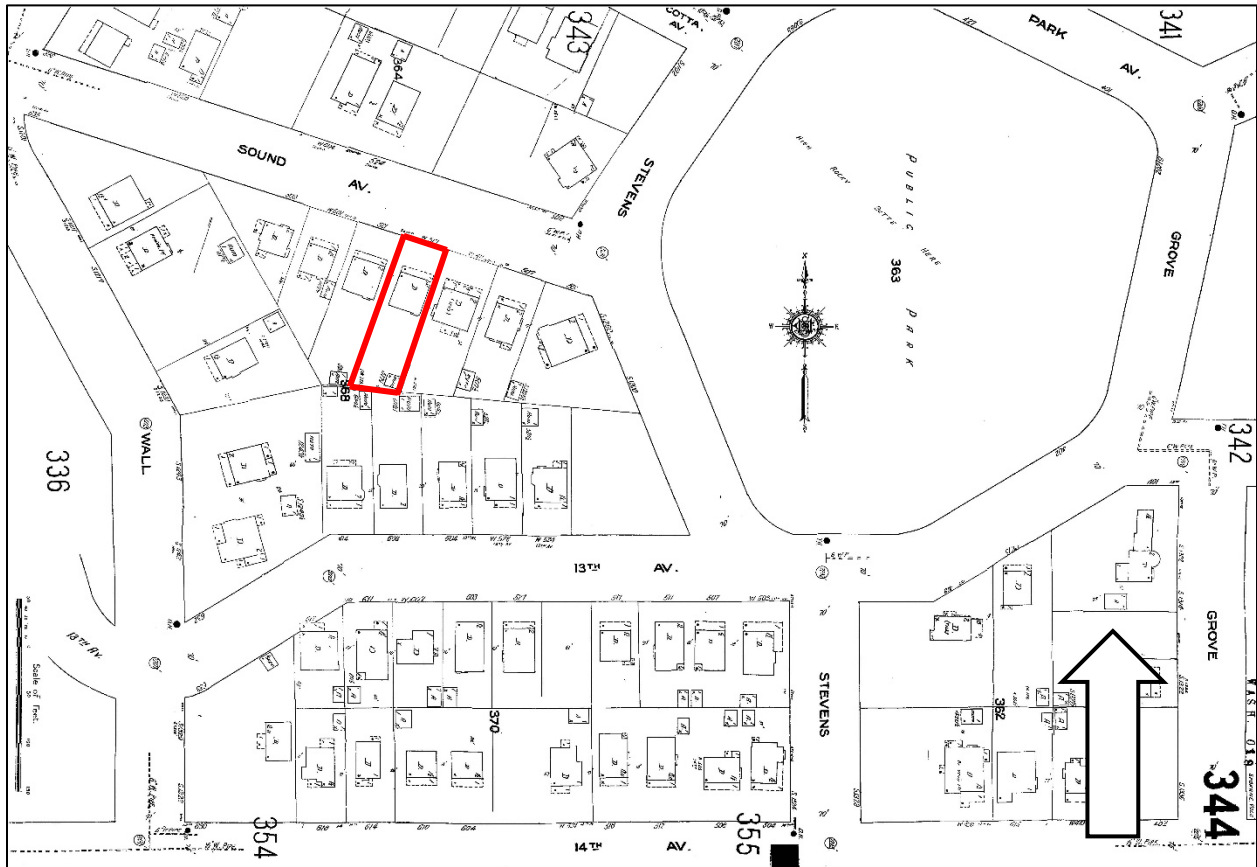
Source: Houston Brothers Company, Pittsburg, PA

Figure 11: House at 517 W Sound Avenue, 1919



Source: Spokesman Review, June 8, 1919

Figure 12: Sanborn Fire Insurance map showing house in 1950



Source: Sanborn Fire Insurance Map company

Photo 1 of 17: Front (north) and west side façade, looking southeast



Photo 2 of 17: Gabled dormer on north (front) façade, looking south



Photo 3 of 17: West side façade, looking northeast



Photo 4 of 17: West side façade, shared driveway, and trellis, looking northeast



Photo 5 of 17: Rear (south) façade, looking north



Photo 6 of 17: East side façade, upper portion, looking west



Photo 7 of 17: Main entry hall, looking south toward kitchen

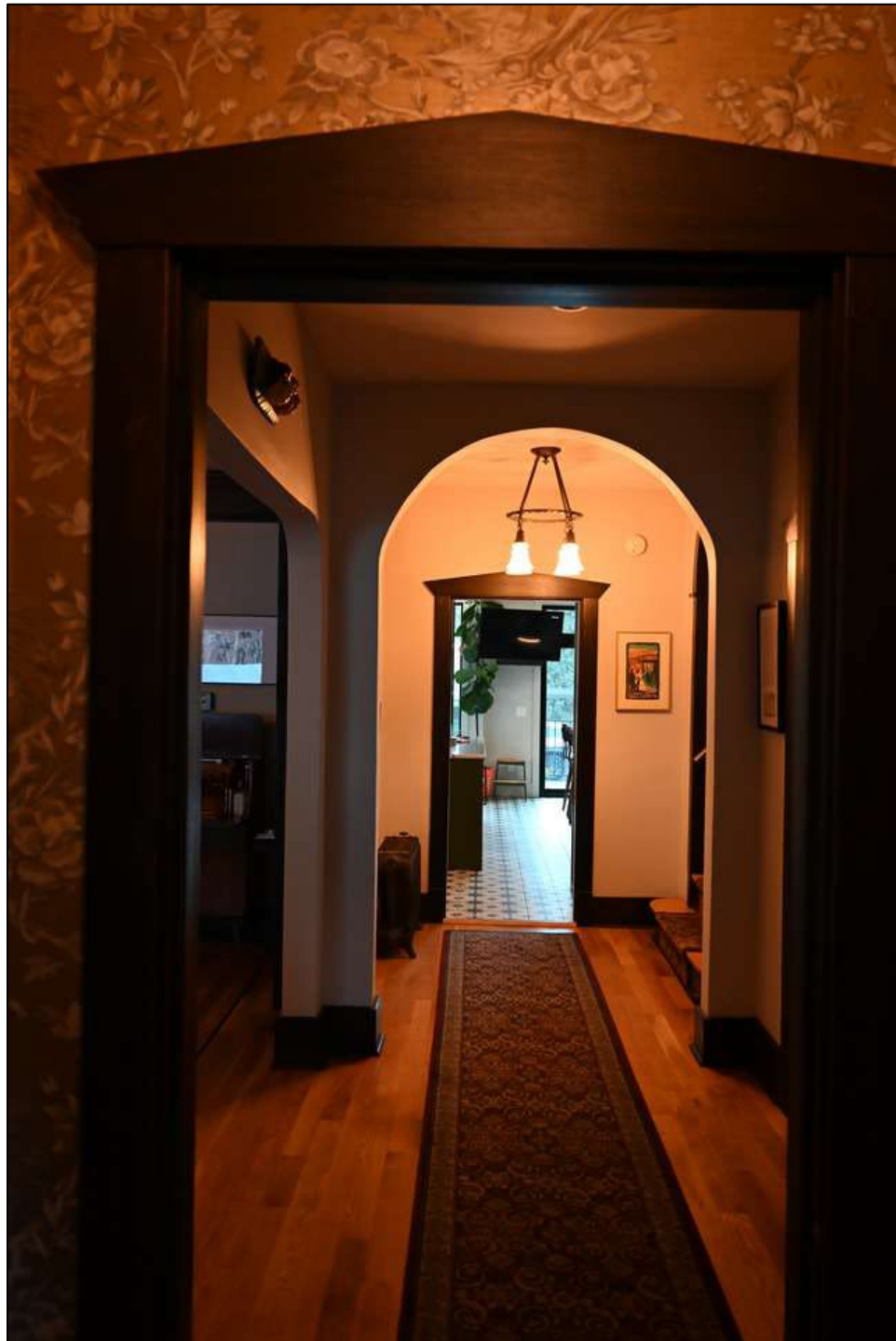


Photo 8 of 17: Office on main floor, looking north

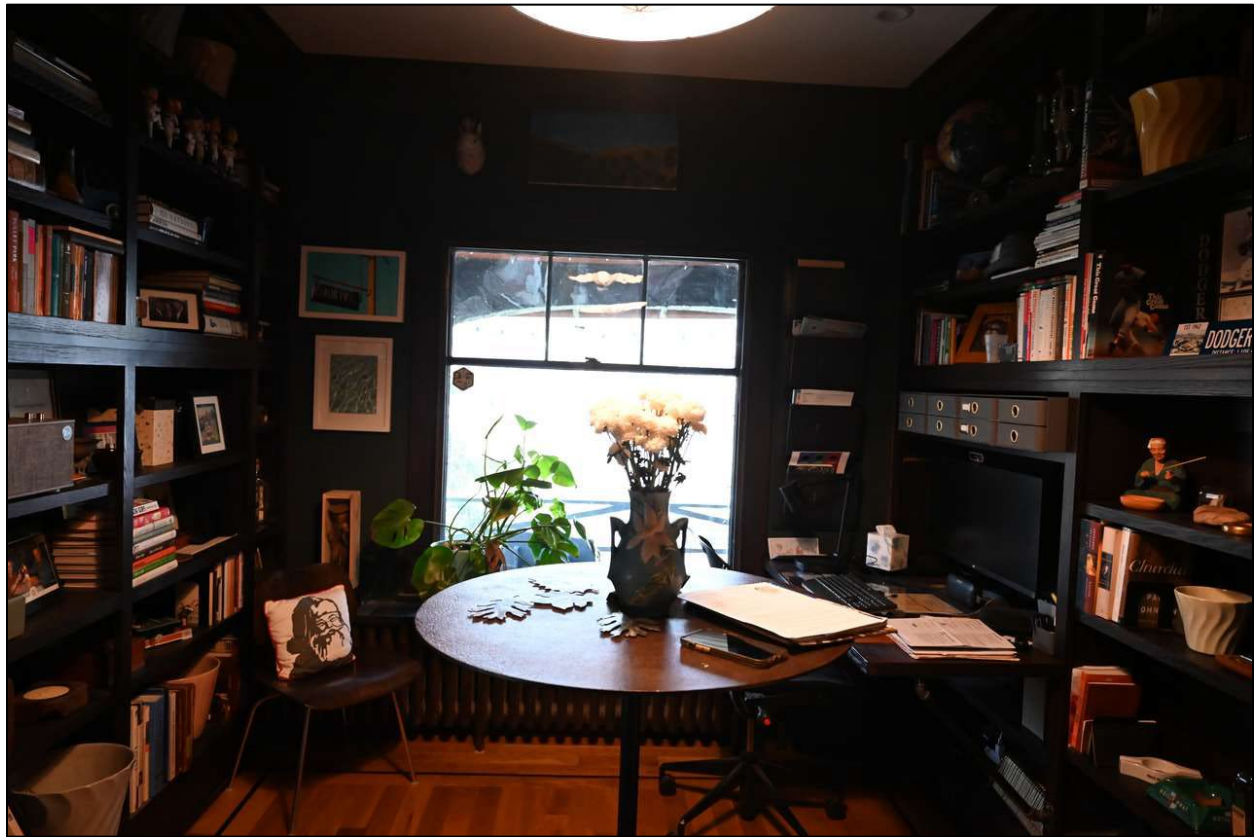


Photo 9 of 17: Living room, looking east



Photo 10 of 17: Living room, looking south toward dining room



Photo 11 of 17: Dining room, looking south; kitchen to right



Photo 12 of 17: Kitchen as viewed from dining room, looking southwest



Photo 13 of 17: Upstairs Craftsman style balustrade, looking at stairs to main floor

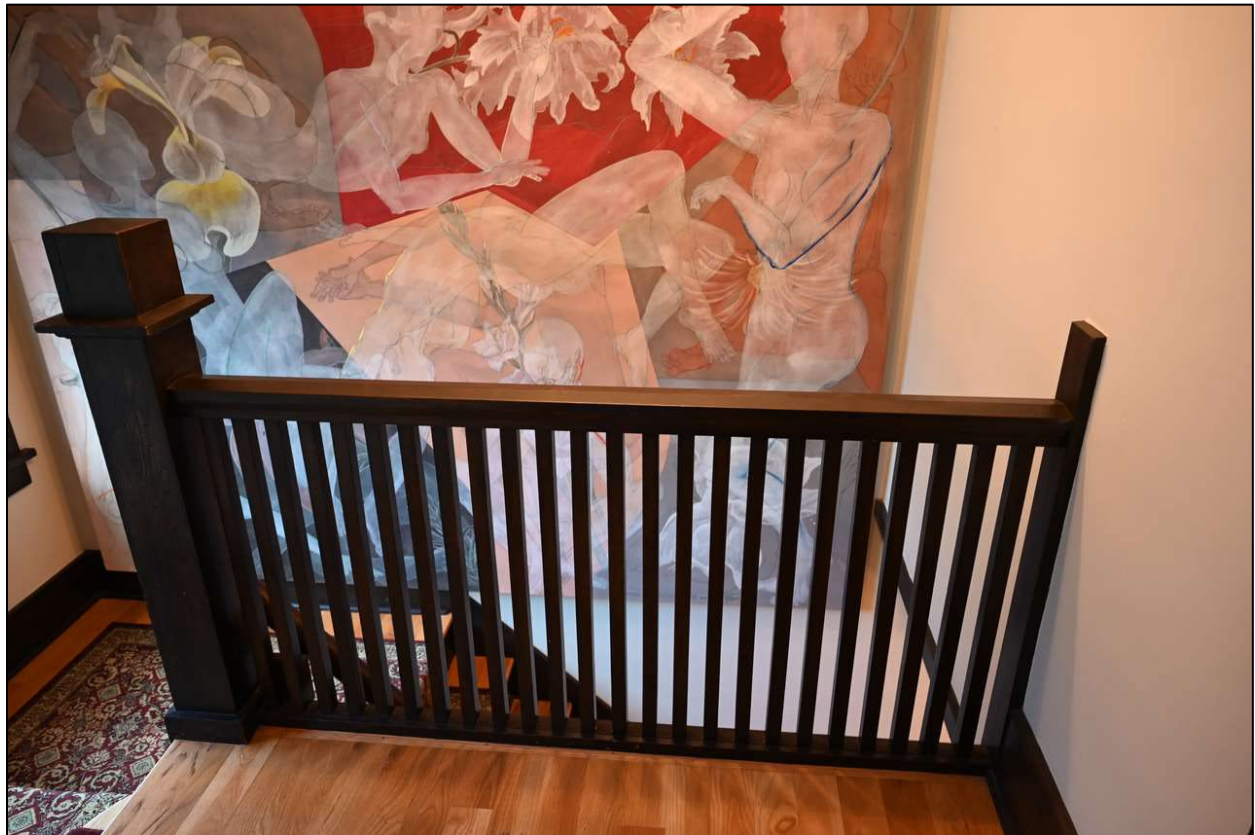


Photo 14 of 17: Master bedroom, looking east



Photo 15 of 17: Second floor office, looking north toward Sound Avenue



Photo 16 of 17: Basement 'rec room,' looking east



Photo 17 of 17: Front yard, looking northeast toward Sound Avenue





Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/14/2025

Committee Agenda type: Consent

Date Rec'd

3/21/2025

Clerk's File #

OPR 2025-0318

Cross Ref #

Project #

Council Meeting Date: 05/05/2025

Submitting Dept

INTEGRATED CAPITAL

Bid #

Contact Name/Phone

NATE SULYA 509.625.6988

Requisition #

Contact E-Mail

NSULYA@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? NO

Agenda Item Name

4250 - CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM GRANT

Agenda Wording

Contract with the Department of Commerce for accepting 2024 Connecting Housing to Infrastructure Program (CHIP) grant, contract number 24-96722-036, for the Excelsior Wellness Affordable Housing project.

Summary (Background)

In 2024, the City of Spokane was awarded a \$340,000 Connecting Housing to Infrastructure Program (CHIP) grant. The funds were awarded in relation to the joint application between the City of Spokane and Excelsior Wellness for the latter's Wellness Properties Intergenerational Affordable Housing Project. The grant pays for onsite water, sewer and stormwater improvements for housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses the City of Spokane for waived water, sewer, and stormwater system development charges for the project.

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, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$ 340,000	
Current Year Cost		\$ 340,000	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
This grant requires no match.			
Amount		Budget Account	
Revenue	\$ 340,000	# 4250 98864 99999 33442 10236	
Expense	\$ 340,000	# 4250 98864 38141 54201 10236	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Grant	
Is this funding source sustainable for future years, months, etc?			
n/a			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
No match requirements.			
Approvals		Additional Approvals	
<u>Dept Head</u>	DAVIS, MARCIA	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	BULLER, DAN		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Mischa Venables,		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		nsulya@spokanecity.org	
eraea@spokanecity.org			



Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:

24-96722-036

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project AND by reimbursing the City of Spokane for waived system development charges for the Wellness Properties project.

Dated: Saturday, July 1, 2023

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Face Sheet

Contract Number 24-96722-036

Growth Management Services

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Project Name and Address Wellness Properties Intergenerational Affordable Housing Project 2321 & 2303 W NW Blvd. Spokane, WA 99205, 25122.1702 & 25122.1604 & 25122.2802	
3. Grantee Representative Nate Sulya Program Professional/Integrated Capital Mgt, City of Spokane nsulya@spokanecity.org		4. COMMERCE Representative Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504	
5. Contract Amount \$340,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date July 1, 2023
8. End Date June 30, 2025 subject to reappropriation			
9. Federal Funds (as applicable) \$0.00		Federal Agency: N/A ALN N/A	
10. Tax ID # 91-6001280	11. SWV # SWV0003387/04	12. UBI # 328-013-877	13. UEI # PDNCL8MYJN3
14. Contract Purpose To support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project AND by reimbursing the City of Spokane for waived system development charges for the Wellness Properties project.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.			
FOR GRANTEE _____ Marlene Feist, Public Works Director, City of Spokane mfeist@spokanecity.org _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$340,000, (three hundred forty thousand dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-96722-036. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services, or as needed.

Final invoices for a state fiscal year should be invoiced by June 15th of each year.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

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

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
 - i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-

Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.**

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

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

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

6. APPROVAL

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. CODE REQUIREMENTS

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

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 Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The 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 COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

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

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

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

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

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

Connection to municipal water source including domestic water, fire water, Estimated water connection costs (includes materials, labor, contractor P&O, meter costs, and general facilities charges. Sewer Building wastewater/sewer including piping, excavation & backfill, manhole, connection to City service, fees, and general facilities charges. Estimated sewer improvement costs (includes materials, labor, contractor P&O, meter costs.

Project Requirements

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of an affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2027.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Marlene Feist, Public Works Director, City of Spokane DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs: City of Spokane	\$128,982
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs: City of Spokane	\$208,887
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	\$2,131
Contract Total		\$340,000

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2025, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director, City of Spokane

DATE

Attachment C: Commitment of Continued Affordability

Excelsior Wellness has established a comprehensive long-term affordability monitoring system through our partnership with Eide Bailey CPA, who provides both annual auditing and fiscal consulting services. As part of our compliance structure, we will execute a covenant and deed of trust securing a 40-year affordability commitment for 21 units: 6 units restricted at 60% AMI and 15 units at 80% AMI.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

¹ "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Project Wellness Properties Intergenerational Affordable Housing Project

Number of Affordable Units, Number of bedrooms, Level of Affordability
15 one br units available to 80% AMI, 6 two br units available to 60%AMI
Term of affordability: 40 years

Organization monitoring continued affordability: Excelsior Wellness through Eide Bailey CPA

Documentation provided evidencing securitization of that affordability: _____
(What document will you send to Commerce evidencing securitization?)

County and parcel number(s) of property: Spokane County 25122.1702 & 25122.1604 & 25122.2802

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director, City of Spokane

DATE

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Consent**Date Rec'd**

3/21/2025

Clerk's File #

OPR 2025-0319

Cross Ref #**Project #****Council Meeting Date:** 05/05/2025**Submitting Dept**

INTEGRATED CAPITAL

Bid #**Contact Name/Phone**

NATE SULYA 509.625.6988

Requisition #**Contact E-Mail**

NSULYA@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

4250 – ASSIGNMENT OF CONNECTING HOUSING TO INFRASTRUCTURE

Agenda Wording

Assigning the Department of Commerce Connecting Housing to Infrastructure Program Grant (contract number 24-96722-036) to Excelsior Wellness to support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project.

Summary (Background)

In 2024, the City of Spokane was awarded a \$340,000 Connecting Housing to Infrastructure Program (CHIP) grant to support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project. The funds are awarded to the City via contract with the intent to assign the contract/funds to the application partner (Excelsior Wellness). Commerce has approved the City assigning the grant to Excelsior Wellness.

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, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$ 0	
Current Year Cost		\$ 0	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
The City serves as a pass through for grant funds.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Grant	
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
No match requirements.			
Approvals		Additional Approvals	
<u>Dept Head</u>	DAVIS, MARCIA	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	BULLER, DAN		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Andrew Hill, andrew.hill@excelsiorwellness.org		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		nsulya@spokanecity.org	
eraea@spokanecity.org			



City of Spokane
CONTRACT ASSIGNMENT & ASSUMPTION

This Contract Assignment & Assumption is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, as "**Assignor**", whose address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and **Excelsior Wellness**, a Washington nonprofit corporation, whose address is 3754 W Indian Trail Rd., Spokane, Washington 99208, as "**Assignee**", individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Washington State Department of Commerce (Commerce) and the Assignor entered into a Contract on July 1, 2023, Contract No.: 24-96722-036 / Assignor Contract No.: (OPR 2025-_____), wherein Commerce awarded a Connecting Housing to Infrastructure Program Grant (CHIP) to support the development of affordable housing and infrastructure improvements related to the Excelsior Wellness Intergenerational Living Community project; and

WHEREAS, Assignor, the City of Spokane, as a municipal corporation is the sponsor of the affordable housing project for purposes of receiving the CHIP grant; and

WHEREAS, Paragraph 7 of the General Terms and Conditions provides "For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner."; and

WHEREAS, the Assignor desires to assign the Contract to the Assignee in full and Assignee accepts and assumes all terms and conditions as stated in the Washington State Department of Commerce CHIP Grant Contract No.: 24-96722-036 / Assignor Contract No.: (OPR 2025-_____), a copy of which is attached hereto as Exhibit 'A'.

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

1. ASSIGNMENT & ASSUMPTION.

A. For value received, the Assignor assigns, transfers and conveys all of its rights, title and interest under Washington State Department of Commerce CHIP Grant Contract No.: 24-96722-036 / Assignor Contract No.: (OPR 2025-_____), attached hereto as Exhibit 'B', to the Assignee effective July 1, 2023.

B. The Assignee accepts the Assignment and agrees to assume all requirements and contractual rights and liabilities under Assignor Contract No.: OPR 2025-_____, to include without limitation, Assignee assumes all requirements and contract terms to flow to Assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions.

2. CONSENT OF THE STATE.

The State has preapproved the CHIP Grant to be assigned in full by the City to its affordable housing partner, **Excelsior Wellness**.

3. ALL TERMS INCORPORATED.

All terms of the CHIP Grant Contract No.: 24-96722-036 / Assignor Contract No.: (OPR 2025-_____), attached hereto as Exhibit 'B' are incorporated into this Assignment and Assumption Agreement, and the capitalized terms in the attached agreements shall have the same meaning in this Assignment and Assumption Agreement.

4. INDEMNIFICATION.

The Assignor 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 Assignor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Assignor 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 Assignor'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 Assignor, its agents or employees. The Assignor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Assignor's own employees against the City and, solely for the purpose of this indemnification and defense, the Assignor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Assignor 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.

5. INSURANCE.

During the period of the Agreement, the Assignor 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 Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, 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 Agency's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Assignor's General Liability insurance policy must be a minimum of \$2,000,000, 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 thirty (30) days written notice from the Agency or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Agency shall furnish acceptable Certificates of Insurance (COI). The certificate shall specify the City of Spokane as "Additional Insured" specifically for Agency'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 Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance

6. DEBARMENT AND SUSPENSION.

The Assignor 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.

7. BINDING ON SUCCESSORS.

This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

ASSIGNOR – CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

ASSIGNEE – Excelsior Wellness

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Certificate of Debarment

Exhibit B - OPR 2025-0318 – CHIP Grant Contract No.: 24-96722-036

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.

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

EXHIBIT B



Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:

24-96722-036

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project AND by reimbursing the City of Spokane for waived system development charges for the Wellness Properties project.

Dated: Saturday, July 1, 2023

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Face Sheet

Contract Number 24-96722-036

Growth Management Services

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Project Name and Address Wellness Properties Intergenerational Affordable Housing Project 2321 & 2303 W NW Blvd. Spokane, WA 99205, 25122.1702 & 25122.1604 & 25122.2802	
3. Grantee Representative Nate Sulya Program Professional/Integrated Capital Mgt, City of Spokane nsulya@spokanecity.org		4. COMMERCE Representative Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov <div> PO Box 42525 1011 Plum Street SE Olympia, WA 98504 </div>	
5. Contract Amount \$340,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025 subject to reappropriation
9. Federal Funds (as applicable) \$0.00		Federal Agency: N/A ALN N/A	
10. Tax ID # 91-6001280	11. SWV # SWV0003387/04	12. UBI # 328-013-877	13. UEI # PDNCL8MYJN3
14. Contract Purpose To support the development of affordable housing by paying for utility infrastructure improvements for the Wellness Properties project AND by reimbursing the City of Spokane for waived system development charges for the Wellness Properties project.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.			
FOR GRANTEE _____ Marlene Feist, Public Works Director, City of Spokane mfeist@spokanecity.org _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$340,000, (three hundred forty thousand dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-96722-036. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services, or as needed.

Final invoices for a state fiscal year should be invoiced by June 15th of each year.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

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

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
 - i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-

Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.**

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

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

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

6. APPROVAL

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. CODE REQUIREMENTS

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

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 Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The 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 COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

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

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

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

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

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

Connection to municipal water source including domestic water, fire water, Estimated water connection costs (includes materials, labor, contractor P&O, meter costs, and general facilities charges. Sewer Building wastewater/sewer including piping, excavation & backfill, manhole, connection to City service, fees, and general facilities charges. Estimated sewer improvement costs (includes materials, labor, contractor P&O, meter costs.

Project Requirements

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of an affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2027.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Marlene Feist, Public Works Director, City of Spokane DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs: City of Spokane	\$128,982
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs: City of Spokane	\$208,887
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	\$2,131
Contract Total		\$340,000

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2025, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director, City of Spokane

DATE

Attachment C: Commitment of Continued Affordability

Excelsior Wellness has established a comprehensive long-term affordability monitoring system through our partnership with Eide Bailey CPA, who provides both annual auditing and fiscal consulting services. As part of our compliance structure, we will execute a covenant and deed of trust securing a 40-year affordability commitment for 21 units: 6 units restricted at 60% AMI and 15 units at 80% AMI.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

¹ "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Project Wellness Properties Intergenerational Affordable Housing Project

Number of Affordable Units, Number of bedrooms, Level of Affordability
15 one br units available to 80% AMI, 6 two br units available to 60%AMI
Term of affordability: 40 years

Organization monitoring continued affordability: Excelsior Wellness through Eide Bailey CPA

Documentation provided evidencing securitization of that affordability: _____
(What document will you send to Commerce evidencing securitization?)

County and parcel number(s) of property: Spokane County 25122.1702 & 25122.1604 & 25122.2802

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director, City of Spokane

DATE



EXCEYOU-03

DDORMADY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2025

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: Amber Comfort, CIC, ACSR	
	PHONE (A/C, No, Ext): (509) 343-9246	FAX (A/C, No): (509) 325-1803
	E-MAIL ADDRESS: amber.comfort@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Alliance of Nonprofits for Insurance Risk Retention Group	10023
INSURED Excelsior Wellness 3754 W Indian Trail Rd Spokane, WA 99208	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		202417098	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		202417098	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			202417098UMB	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		202417098	5/1/2024	5/1/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							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)
Contract: 24-96722-036

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
808 W Spokane Falls Blvd, Ste 650
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (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.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/24/2025

Committee Agenda type: Consent

Date Rec'd

2/11/2025

Clerk's File #

OPR 2025-0147

Cross Ref #

Project #

2024056

Council Meeting Date: 05/05/2025

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 625-6391

Requisition #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

0370 - LOW BID AWARD ROCKWOOD BLVD WATER GRIND AND OVERLAY

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Rockwood Boulevard Water Grind and Overlay Grand to Cowley - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Rockwood Neighborhood Council)

Summary (Background)

This project grinds and overlays Rockwood Boulevard and replaces two water mains, one an 80-year-old 8" main and the other a 60-year-old 12" main, as well as minor sewer upgrades. On ____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$__, which is \$__ or __% (above/below) the Engineer's Estimate of \$ 1,500,000.00. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

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, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

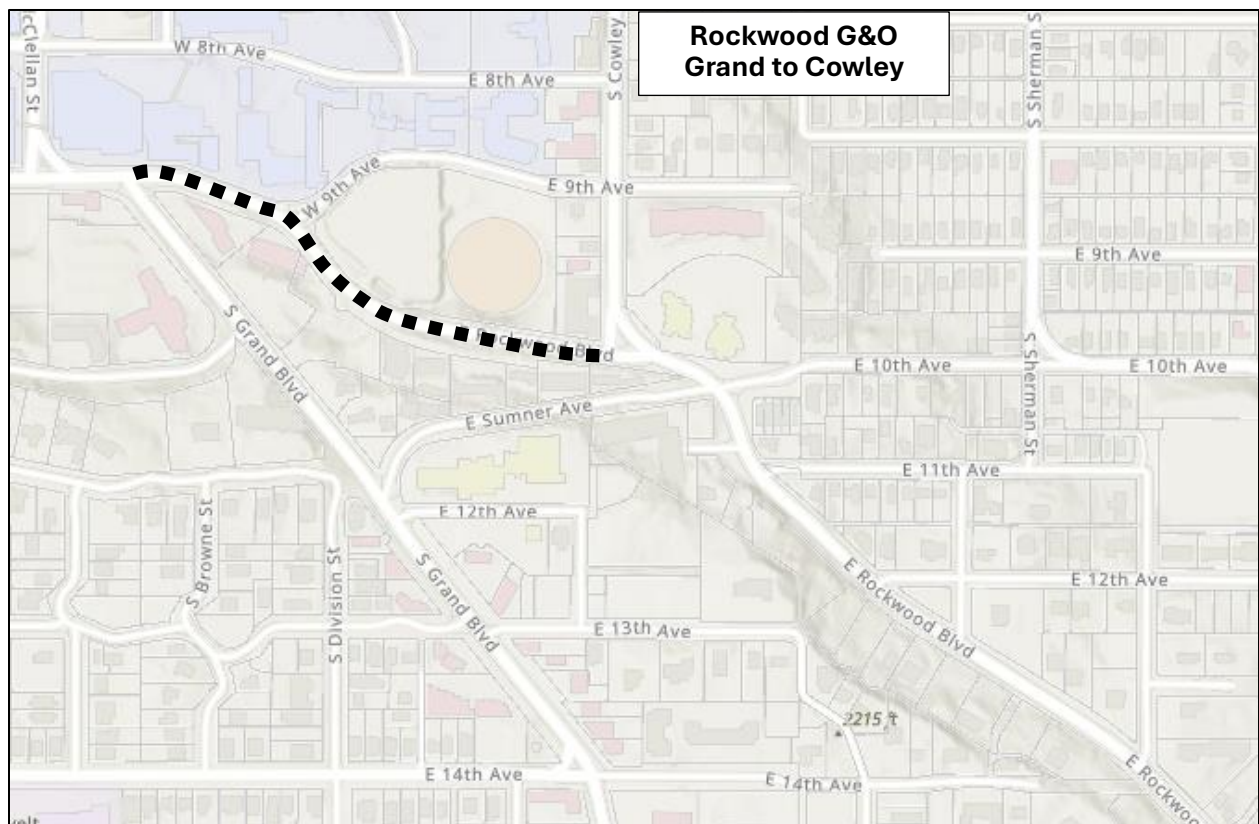
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This project is locally funded.			
Amount		Budget Account	
Expense	\$ 0	# 3200-49828-95300-56501-86152	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes, water and sewer rates.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
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jrhall@spokanecity.org		jradams@spokanecity.org	
mvalen@spokanecity.org			





Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/14/2025

Committee Agenda type: Discussion

Date Rec'd

4/7/2025

Clerk's File #

RES 2025-0026

Cross Ref #

Project #

Council Meeting Date: 05/05/2025

Submitting Dept

PARKS & RECREATION

Bid #

Contact Name/Phone

GARRETT 509-363-5452

Requisition #

Contact E-Mail

GJONES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON JBINGLE ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

CITYWIDE PARK IMPROVEMENT PROGRAM & ASSOCIATED BALLOT

Agenda Wording

This agenda item discusses a citywide park improvement levy proposed for placement on the November 4, 2025 ballot.

Summary (Background)

In November 2024, City Council deferred the previous park ballot measure proposal to allow time to develop a partnership with Spokane Public Schools for a collaborative neighborhood investment. Working together, representatives from City of Spokane Parks and Spokane Public Schools have developed the "Together Spokane" partnership, consisting of two separated but coordinated ballot measures intended to maximize investment in parks, schools and neighborhoods citywide at the least possible cost to local citizens. This discussion will provide an update on the proposed levy, the updated "neighborhood park improvement program", and refinements made during development of the Together Spokane partnership. The proposed measure program includes capital projects and operational enhancements designed to improve aging parks where they are already in the community and add parks in neighborhoods which lack walkable park access. The proposed program is substantially the same as the previous ballot measures, with minor modifications. The proposal is based on extensive community engagement and is designed to meet the highest community priorities and recommendations contained within the 'Park and Natural Lands Master Plan' adopted by both Park Board and City Council in June 2022.

What impacts would the proposal have on historically excluded communities?

If the park investment program was approved by City Council and approved by public vote, it would provide significant investment within the City's park system, prioritizing investment within parks which are in failing to poor condition, lack recent investment, and are located within Social and Environmental Equity Priority Zones. One example of this type of investment which is included in the park improvement program is the acquisition and development of a new neighborhood park in the City's 'Shiloh Hills' Neighborhood. Located within Northeast Spokane (East of Nevada and North of Francis), this neighborhood is located within the highest

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?

A report of park levy project and operational improvements will be generated annually and reported to the Park Board and City Council. This will include the location and value of capital projects, many of which will be located within Social and Environmental Park Equity Zones as defined within the adopted 2022 park and natural lands master plan. Specifically, we intend to measure the percentage of work complete and the level of park service(s) within socially vulnerable portions of the City of Spokane. Rather than target 1 specific disparity (income, ethnicity, disability, etc.), we find the 'social vulnerability index' as aggregated by the CDC is

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

There are several types of data which can be collected and shared to measure the success of this program. We intend to measure:

- The 'physical condition ratings' of park assets before and after projects are completed (ie. a playground /restroom which is renovated will have a much improved 'physical condition' after being replaced).
- A recreation 'level of service' measured can be provided as new recreation assets (sport courts / fields / disc golf courses / etc.) are added. This is accomplished by counting and measuring the total quantity of rec assets against the city's population after new facilities are added (by

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?

Regarding City Park System Planning Documents: This investment is based directly on the specific 'Implementation Action Items', Goals and Objectives contained within the '2022 Parks and Natural Lands Management Plan' as adopted by the Park Board and City Council (OPR 2022-0454 / RES 2022-0090). Each specific project or operational enhancement within the attached 'healthy parks, health neighborhoods' program document includes specific reference to the park master plan 'priority tier' and 'goal & objective'. Regarding City Comprehensive Plan: This investment is consistent with:

- Policy CFU 5 Environmental Concerns – 5.2
- Policy PRS 1 Preservation & Conservation – 1.1, 1.3 & 1.6
- Policy PRS 2 Park & open Space

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$ 240 million	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type		Taxes	
Is this funding source sustainable for future years, months, etc?			
Multi-Year Levy Lid Lift, 20 year duration			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Some funding is anticipated to be used as matching funds for State and Federal park improvement grants.			
Approvals		Additional Approvals	
<u>Dept Head</u>	CONLEY, JASON K.		
<u>Division Director</u>	CONLEY, JASON K.		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	KAPAUN, MEGAN		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		gjones@spokanecity.org	
nhamad@spokanecity.org		sdeatrich@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Parks and Recreation
Contact Name	Garrett Jones
Contact Email & Phone	gjones@spokanecity.org – 509.363.5452
Council Sponsor(s)	Betsy Wilkerson / Jonathan Bingle
Committee Date	April 14, 2025
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Citywide Park Improvement Program & Associated Ballot Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This agenda item discusses a citywide park improvement levy proposed for placement on the November 4, 2025 ballot.</p> <p>In November 2024, City Council deferred the previous park ballot measure proposal to allow time to develop a partnership with Spokane Public Schools for a collaborative neighborhood investment.</p> <p>Working together, representatives from City of Spokane Parks and Spokane Public Schools have developed the “Together Spokane” partnership, consisting of two separated but coordinated ballot measures intended to maximize investment in parks, schools and neighborhoods citywide at the least possible cost to local citizens.</p> <p>This discussion will provide an update on the proposed levy, the updated “neighborhood park improvement program”, and refinements made during development of the Together Spokane partnership.</p> <p>The proposed measure program includes capital projects and operational enhancements designed to improve aging parks where they are already in the community and add parks in neighborhoods which lack walkable park access. The proposed program is substantially the same as the previous ballot measures, with minor modifications. The proposal is based on extensive community engagement and is designed to meet the highest community priorities and recommendations contained within the ‘Park and Natural Lands Master Plan’ adopted by both Park Board and City Council in June 2022.</p>
Proposed Council Action	Consider adoption of ballot resolution
Fiscal Impact Total Cost: <u>Approximately \$240M in investment over 20 years duration.</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Multi-Year Levy Lid Lift, 20 year duration Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	

Other budget impacts: (revenue generating, match requirements, etc.)
Some funding is anticipated to be used as matching funds for State and Federal park improvement grants.

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

What impacts would the proposal have on historically excluded communities?

If the park investment program was approved by City Council and approved by public vote, it would provide significant investment within the City's park system, prioritizing investment within parks which are in failing to poor condition, lack recent investment, and are located within Social and Environmental Equity Priority Zones. One example of this type of investment which is included in the park improvement program is the acquisition and development of a new neighborhood park in the City's 'Shiloh Hills' Neighborhood. Located within Northeast Spokane (East of Nevada and North of Francis), this neighborhood is located within the highest social and environmental park equity zone and contains more than 1,820 neighborhood households without walking access to a public park. Adding a park in this location would provide walkable park access to a significant number of our communities' most socially vulnerable population.

Another example of investment in an historically 'geographically underserved' neighborhood is the development of a new neighborhood park in the rapidly developing North Indian Trail neighborhood. Despite being an affluent neighborhood, more than 2,800 neighborhood households lack walkable access to a park, which is the highest quantity of residents without park access in the city. Development of 'Meadowglen Park' in North Indian Trail would bring more than 650 households within walkable park access and fill a significant gap for park access in the city.

Additional park improvements within historically excluded communities are included within the program, all of which are collectively intended to either enhance the condition and user experience within an existing park, enhance connectivity to an existing park, or provide park access where none currently exists.

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?

A report of park levy project and operational improvements will be generated annually and reported to the Park Board and City Council. This will include the location and value of capital projects, many of which will be located within Social and Environmental Park Equity Zones as defined within the adopted 2022 park and natural lands master plan.

Specifically, we intend to measure the percentage of work complete and the level of park service(s) within socially vulnerable portions of the City of Spokane. Rather than target 1 specific disparity (income, ethnicity, disability, etc.), we find the 'social vulnerability index' as aggregated by the CDC is one of the most appropriate methods for measuring social and environmental equity when evaluating and planning park improvements in the City of Spokane. As a result, we will provide a metric on the amount of work completed annually within 'high, medium, and low' social and environmental park equity zones as a percentage of the overall work completed citywide. This allows us to measure how much work is being completed socially vulnerable portions of the community and whether that is less than, equal to, or higher than less socially vulnerable portions of the community.

Used on its own, this method provides a snapshot of work completed within certain vulnerable communities, and when combined with other planned metrics/measurables listed in response to the next question, the combined measurables provide a comprehensive view of the work completed and how it benefits the community.

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

There are several types of data which can be collected and shared to measure the success of this program.

We intend to measure:

- The 'physical condition ratings' of park assets before and after projects are completed (ie. a playground /restroom which is renovated will have a much improved 'physical condition' after being replaced).
- A recreation 'level of service' measured can be provided as new recreation assets (sport courts / fields / disc golf courses / etc.) are added. This is accomplished by counting and measuring the total quantity of rec assets against the city's population after new facilities are added (by adding facilities, we provide a higher level of service).
- The quantity of city households within a 10-minute walk of a park will be measured after new parks are added. When each park is added, it will make a measurable positive impact to the park 'walkability score' by reducing the quantity of households outside a 10-minute walk of a park.
- Public survey will be conducted intermittently throughout the program to gauge how satisfied citizens are with park conditions.
- A 'park levy completion' report can be provided annually to document the number of improvements and labor hours completed each year. Those milestones / deliverables can be benchmarked against the overall program to provide a 'percent completion' status.

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?

Regarding City Park System Planning Documents:

This investment is based directly on the specific 'Implementation Action Items', Goals and Objectives contained within the '2022 Parks and Natural Lands Management Plan' as adopted by the Park Board and City Council (OPR 2022-0454 / RES 2022-0090). Each specific project or operational enhancement within the attached 'healthy parks, health neighborhoods' program document includes specific reference to the park master plan 'priority tier' and 'goal & objective'.

Regarding City Comprehensive Plan:

This investment is consistent with:

- Policy CFU 5 Environmental Concerns – 5.2
- Policy PRS 1 Preservation & Conservation – 1.1, 1.3 & 1.6
- Policy PRS 2 Park & open Space System – 2.1, 2.2, 2.3, 2.5, & 2.6
- Policy PRS 3 Bicycle & Pedestrian Circulation – 3.1 & 3.2
- Policy PRS 4 Maintenance Program – 4.1 & 4.2
- Policy PRS 5 Indoor / Outdoor Rec Program – 5.1, 5.2, 5.4, 5.5 & 5.6
- Policy PRS 6 Coordination and Cooperation – 6.1, 6.2 & 6.3
- Policy PRS 7 Parks Service Quality – 7.1, 7.2, 7.3, 7.5, 7.6, & 7.7
- Policy N 5 Open Space – 5.1, 5.2 & 5.3
- Policy N 6 The Environment – 6.4
- Policy N 7 Social Conditions – 7.1 & 7.2
- Policy NE 2 Sustainable Water Quality – 2.1, 2.2 & 2.3
- Policy NE 6 Native Species Protection – 6.3 & 6.5
- Policy NE 11 Natural Areas – 11.1, 11.2, 11.3 & 11.4

Regarding 2021 Sustainability Action Plan:

- Natural Environment Goal 1, Strategy 1 – NE 1.1
- Natural Environment Goal 1, Strategy 2 – NE 2.2 & 2.4
- Natural Environment Goal 2, Strategy 4 – NE 4.2
- Natural Environment Goal 3, Strategy 7 – NE 7.2
- Water Resources Goal 2, Strategy 6 – WR 6.2, 6.5, 6.7 & 6.8

Regarding Neighborhood Master Plans & Other:

- Parks frequently works with specific neighborhoods to develop park specific 'master plans' to guide the long-term investment in specific parks or neighborhoods. Numerous of these documents are already adopted and have informed this program. Good recent examples are the 'Coeur d Alene Park Master Plan' and 'Sky Prairie Park Master Plan'. These documents have previously been approved by the neighborhoods and adopted by the Park Board, and with funding from this program additional components of those plans can be implemented.
- We will continue to engage with each neighborhood as we plan and implement capital projects in those respective areas to ensure parks in their neighborhood best reflect their values and desires.

RESOLUTION NO. 2025 – 0026

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF TWENTY YEARS BEGINNING IN 2026 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE, INCLUDING RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS; INCREASING PARK RANGERS AND MAINTENANCE PERSONNEL; DEVELOPING NEW PARKS IN NEIGHBORHOODS WITHOUT THEM; AND PROTECTING NATURAL LANDS; PROVIDING FOR THE SUBMISSION OF THE MEASURE TO THE QUALIFIED ELECTORS OF THE CITY AT THE GENERAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR PLACE THE MEASURE ON THE NOVEMBER 4TH, 2025 GENERAL ELECTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy, and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, the annual 8% city general fund allocation dedicated for parks and recreation has steadily declined from 2.63% of all City expenses in 2000 to 2.32% of City expenses in 2021, resulting in fewer resources to maintain and repair parks citywide; and

WHEREAS, there has been no substantial citywide investment in the City's neighborhood parks since 1999 and neighborhood park conditions have slowly deteriorated as a result; and

WHEREAS, existing funding allocated to parks from the City's General Fund and park division revenues is insufficient to maintain and improve the City's neighborhood parks in the manner desired by city residents; and

WHEREAS, revenue generated by this levy is intended as a service level

increase to the park system and does not supplant the City's existing 8% General Fund contribution to parks; and

WHEREAS, any reduction in the City's general fund contribution to parks or reduction in park program revenue would directly reduce the intended impact of the park levy; and

WHEREAS, in October 2022, City Council adopted the 2022 Parks and Natural Lands Master Plan (Res 2022-0090), which outlined a strategic vision for investing in the City park system over the next ten-plus years to implement needed repairs, update recreational offerings, and improve park user experience citywide; and

WHEREAS, in 2023 the Park Board formed an ad-hoc 'Citywide Neighborhood Park Executive Committee', consisting of representatives from Park Board, City Council, the Mayor's Office, park staff, and subject matter experts to further refine park master plan action items into a specific citywide park investment program which best satisfies the highest priority master plan implementation recommendations and identifies a property tax levy as the preferred funding source to fund to accomplish the recommendations; and

WHEREAS, on December 4th, 2023 City Council adopted a ballot resolution placing the "Healthy Parks, Healthy Neighborhoods" citywide neighborhood park improvement levy on the ballot (RES 2023-0095); and

WHEREAS, from September 2024 through February of 2025, representatives from the City of Spokane and Spokane Public Schools and various community partners collaborated to assess, adjust, and align independent park & school measures to maximize the public benefit of these proposals while minimizing the cost to the public; and

WHEREAS, in February of 2025, Spokane Parks and Spokane Public Schools announced a partnership titled 'Together Spokane', consisting of a twenty (20) year park levy and a school bond to improve public facilities in every neighborhood citywide; and

WHEREAS, on April 16, 2025, the Spokane Park Board voted to approve a resolution adopting the "Healthy Parks, Healthy Neighborhoods" citywide park renovation and improvement program and recommend the City Council place a measure on the November 4, 2025 general election that would allow for a new levy lid lift to fund citywide park capital and operational improvements; and

WHEREAS, the City Council desires to establish a new multi-year levy lid lift to fund the "Healthy Parks, Healthy Neighborhoods" improvement program by submitting to the voters a measure to increase the regular property tax levy by \$0.27 per \$1,000 of assessed valuation for collection in 2026, increasing by a limit factor of 3% annually for the years 2027-2031, and using the 2031 levy amount as a base to

calculate all subsequent property tax levies for the duration of the proposed twenty-year levy lid lift; and

WHEREAS, it is anticipated that the levy lid lift will raise approximately \$9.5 million in 2026 and approximately \$12.1 million on average annually for twenty years which funds will be dedicated to citywide park renovation and improvement; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure; and

NOW, THEREFORE,

BE IT RESOLVED, by the Spokane City Council that:

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on November 4, 2025, in conjunction with the scheduled general election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park improvements.

Section 2. The following measure shall be submitted in the following form:

CITY OF SPOKANE

MEASURE NO. ____

CITYWIDE PARK IMPROVEMENT AND SAFETY LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2025-xxxx CONCERNING FUNDING FOR PARK RENOVATION, IMPROVEMENTS AND SAFETY CITYWIDE. THIS PROPOSITION WOULD UPGRADE RESTROOMS, PLAYGROUNDS, SPORT COURTS AND TRAILHEADS AND PARK GROUNDS, ADD THREE NEW PARKS, INCREASE PARK RANGERS & MAINTENANCE STAFF, AND PROTECT NATURAL LANDS.

THIS PROPOSITION WOULD AUTHORIZE AN INCREASE IN THE REGULAR PROPERTY TAX LEVY BY \$0.27 PER \$1,000 OF ASSESSED VALUATION, FOR A MAXIMUM REGULAR PROPERTY TAX LEVY RATE OF \$2.59 PER \$1,000 OF ASSESSED VALUATION, FOR COLLECTION IN 2026; SET THE LEVY LID LIMIT FACTOR AT 3% ANNUALLY FOR THE YEARS 2027-2031; AND USE THE 2031 LEVY AMOUNT TO CALCULATE SUBSEQUENT LEVY LIMITS. THE PROPERTY TAX LEVY INCREASE WOULD REMAIN IN EFFECT FOR A PERIOD OF TWENTY YEARS.

SHOULD THIS PROPOSITION BE APPROVED?

YES ☐

NO ☐

Section 3. In the event the measure specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City a special election in conjunction with the scheduled general election on Tuesday, November 4, 2025, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than August 5, 2025.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a multi-year levy lid lift, which shall begin in 2026 and continue through 2045.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the measure as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the measure remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this _____ day of May, 2025.

City Clerk

Approved as to form:

Assistant City Attorney



HEALTHY PARKS, HEALTHY NEIGHBORHOODS

Citywide Park Renovation & Improvement

A Part of Together Spokane
Parks. Schools. Neighborhoods.

*Initially Adopted by Park Board in October 2023.
Revised for Planned Park Board Adoption in April of 2025.*



Land Acknowledgment

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

Acknowledgments

Thank you to the citizens of Spokane who in 2021 & 2022 provided the input and direction which directly informed this citywide park improvement levy. The issues, opportunities and desires identified by citizens in the '2022 parks and natural lands master plan' provide the background and basis for all aspects of this proposed park investment.

Thank you also to the members of the 'Citywide Neighborhood Park Investment Executive Committee', which directed the formation of this specific citywide park improvement levy. Over the course of 4 months in the spring & summer following the approval of the park master plan, these individuals defined the specific program scope, program elements, funding source and funding duration for the initial citywide neighborhood park investment. At its final meeting in August of 2023, the executive committee recommended this investment to the City of Spokane Park Board consideration and adoption.

Lastly, thank you to the members of the Spokane Parks & Spokane Public Schools 'Together Spokane' project planning team, which worked collaboratively from September 2024 through February 2025 to assess, adjust, and align independent Park & School measures to maximize the public benefit of these programs while minimizing the cost to the public. The outcome of this effort has demonstrated, yet again, when agencies think, work and act together, community benefit is greatly increased.

Acknowledgments

Parks Executive Committee

City Council Members

Betsy Wilkerson, District 2

Jonathan Bingle, District 1

City Administration

Brian Coddington, Director of Communications and Marketing

Spokane Park Board

Bob Anderson, President

Gerry Sperling, Vice President

Jennifer Ogden, Member

Kevin Brownlee, Member

Subject Matter Experts

Gavin Cooley, City of Spokane Chief Financial Officer (Retired)

Rick Romero, City of Spokane Public Works Director (Retired)

City Parks Staff (Voting Members)

Garrett Jones, Interim City Administrator

Al Vorderbrueggen, Director of Operations

City Parks Staff (Non-voting Members)

Berry Ellison, Park Project Manager

Carl Strong, Assistant Director of Operations

Fianna Dickson, Communication Manager

Nick Hamad, Park Planning and Development Manager

Together Spokane Project Planning Team

City of Spokane

Bob Anderson, Park Board President

Gerry Sperling, Park Board Vice President

Garrett Jones, Parks Director

Fianna Dickson, Communications Manager

Rick Romero, Public Works Director (retired)

Rich Lentz, Director of Budget & Finance

Nick Hamad, Park Planning & Development Manager

Spokane Public Schools

Adam Swinyard, Superintendent

Cindy Coleman, Chief Finance and Business Services Officer

Greg Forsyth, Director, Capital Projects

Mark Anderson, Senior Advisor to School District Leadership Team

Ryan Lancaster, Executive Director of Communications

Sandra Jarrard, Chief of Communications and Governmental Affairs

Executive Summary

What Should We Do Next

In 2020, with the 2014 Riverfront Park Renovation bond project nearing completion, Spokane Parks began a new project to assess the entirety of the City's park system. At its core, this project intended to answer one question, "What should we do next?" For the next 2 years, park staff and consultants listened to the community and formed a master plan directly from this input. This 'Parks and Natural Lands Master Plan' outlined a vision to 'Preserve and Play' by both preserving and restoring current park lands and assets while also updating the park amenities and adding new parks in neighborhoods which lack access.

So, when we asked "What should we do next?", what did we hear? Simply put, "Invest in our neighborhoods".

Renovate parks which are aging. Replace old and broken playgrounds. Renovate and replace old restrooms - clean them more often and ensure they stay open. Enhance day to day park maintenance. Upgrade sprinklers to improve water efficiency and eliminate daytime watering. Add new parks on city land within neighborhoods which don't have parks nearby. Enhance security in parks which don't always feel safe. Acquire and preserve natural lands. Improve trailheads to provide better access to those lands. And update parks to provide the modern amenities residents want – like pickleball, pump tracks, disc golf, splash pads, and others. Invest in us, where we live every day, because Healthy Parks make for Healthy Neighborhoods.

Is it Really Needed? And why Neighborhoods?

Since 1999, Spokane residents have approved (3) park bond investments. In 1999, the community invested in 3 new parks and repaired a portion of the deferred park maintenance citywide. In 2007 the community chose to invest in new outdoor pools, splash pads and sports complexes. In 2014 the community invested in Riverfront Park. These previous investments have built excellent special use facilities in which we can be proud and which are the envy of many nearby communities.

However, during these same 24 years, the percentage of city funds allocated to parks has steadily decreased from 2.6% in 2000 to 2.3% of all city expenses in 2022. That reduction totaled approximately \$2,600,000 in 2022, and is roughly 10% of the entire Parks Division budget. As a result, nearly half of the city's neighborhood parks have not received any capital investment in over 20 years. These parks have aged and many are in need of significant repair to ensure they can continue to serve current and future generations. It has become increasingly clear that regular, ongoing capital repair and maintenance is needed for neighborhood parks to continue. Capital bonds alone provide temporary fixes, but do not allow for the hiring of staff and therefore do not improve the long term daily maintenance within parks. But there is a practical solution to update aging parks while also improving daily maintenance.

Neighborhood Park Levy

A park improvement levy, if approved by voters, allows not only for capital repair and construction but also the hiring of additional maintenance / safety staff as well as the purchase of needed maintenance equipment and vehicles. This approach can improve the condition of our parks for the long term. The following document outlines a citywide park improvement levy based directly on the adopted park master plan and tailored by an executive committee consisting of representatives from City Council, the Mayor's Administration, the Park Board, retired city financial and public work management, and city park staff. Actions were further refined by the Spokane Parks / Spokane Public Schools 'Together Spokane' project planning team to maximize the public benefit from both this measure and the 2025 SPS bond measure. This program exists specifically to improve the quality of, access to, and amenities within parks citywide. Park staff asked, "what should we do next?" The Spokane community answered, "Invest in our neighborhoods". If approved, this citywide park improvement levy provides the means and methods for Spokane City Parks to deliver the first-tier park system improvements desired by the Spokane community.

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How to use this document

This is an interactive document, intended to be viewed both digitally and printed.

There are three program categories as part of this document, each with various project summaries called cut sheets. The cut sheets provide details on specific projects within the overall program. Cut sheets span broadly within the Parks and Recreation realm, meaning users from various backgrounds will likely be interested in just one or a few specific cut sheets.

As a digital copy, users can navigate through the document by using the clickable Contents page. By clicking on specific cut sheets or chapter titles, users will be linked to the page they click on. By clicking the central footer 'Healthy Parks, Healthy Neighborhoods' users will be linked back to the Contents Page for easy navigation.

As a printed copy, users can 'cut out' an individual cut sheet. This provides users with the flexibility to take one sheet (or a few) with them as talking points in a meeting for example, rather than carrying around the full document.

We hope this document provides you with the tools to engage in meaningful discussions that will help shape healthy parks, and healthy neighborhoods in Spokane.

- the city of spokane parks team

CHAPTER 1

Program Overview

Program Overview

General Overview

This Program was developed to improve the access to, condition of, and infrastructure / amenities within the City's Park system over a period of 20 years. To ensure responsible use to taxpayer funding and consistency with high priority community desires, the program draws directly from the 'First Priority Tier' recommendations of the adopted '2022 Park and Natural Lands Master Plan', with little exception.

- Approximately 88% of program investment is dedicated to the renovation, physical improvement, and daily maintenance enhancement of aging neighborhood parks, trailheads and natural lands community wide and the addition of a new park safety / visitor experience initiative.
- Approximately 12% of program investment is dedicated to the acquisition and development of new neighborhood parks within rapidly developing portions of the city as well as the acquisition of natural land and the improvement of trails and trailheads.
- Categories above include project planning, construction management, and administration of the capital program and levy compliance. To implement proposed improvements, City of Spokane Parks anticipates hiring up to (6) project support staff; including project managers, accounting, and design professionals and shall retain legal and audit consulting services as needed to ensure levy compliance.

The three major program categories are outlined in general detail below:

Renovate & Replace Aging Parks, Trailheads, and Amenities

- Renovate park lands and assets citywide by conducting (3) major park renovations, replacing all playgrounds with significant

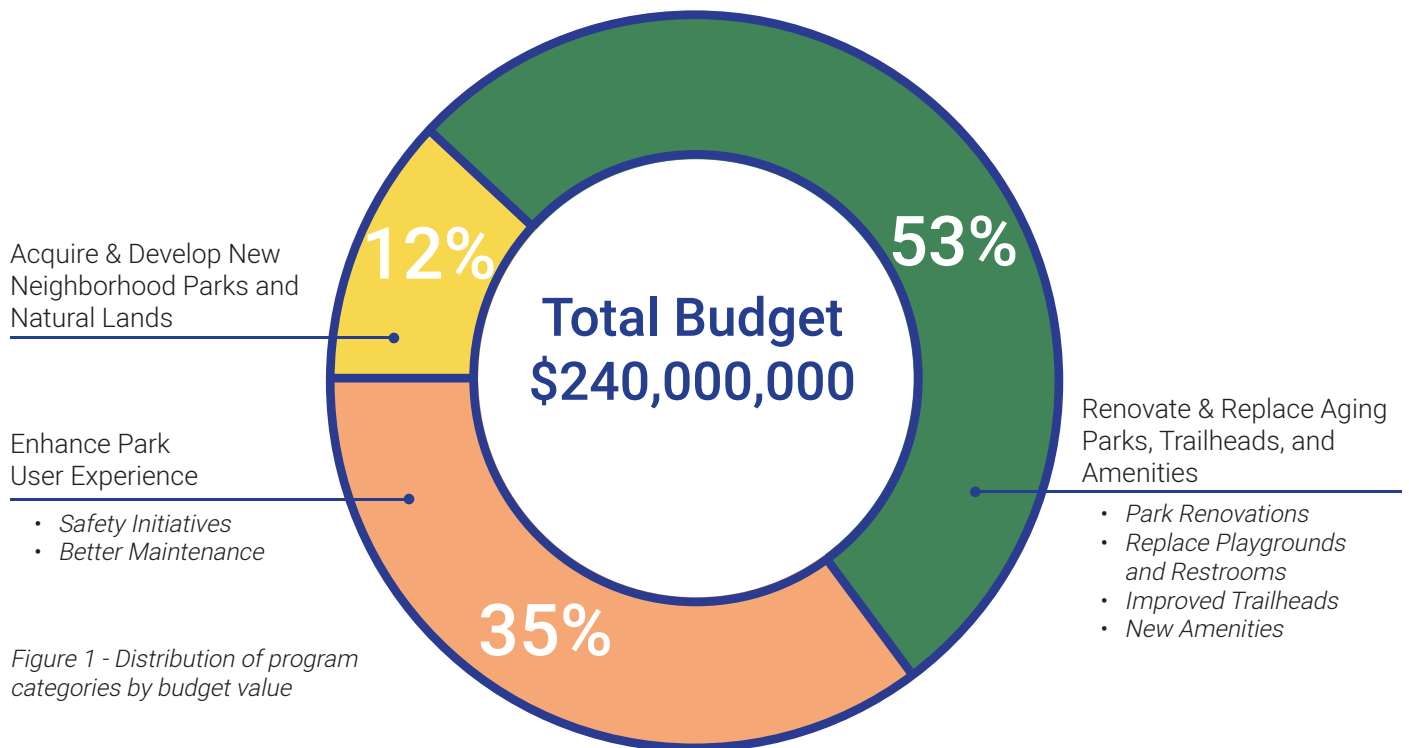
deferred maintenance citywide, replacing approximately 50% of all park restrooms citywide and performing minor repairs to remaining restrooms, replacing all (14) racquet sport courts citywide, renovating (3)-(5) trailheads, adding (1) multi-purpose all weather surface rectangular field, and improving lighting and infields for (3)-(4) baseball/softball fields, developing (1) new paved park access trail, renovating the boulder beach water access point, and creating an ongoing annual minor park repair & security improvement fund.

Enhance Park User Experience

- Improve general park maintenance, functionality, and cleanliness by hiring +/- (16) new park maintenance FTE staff, including (14) added maintenance staff dedicated to maintenance of the City's neighborhood parks, pools and sports complexes and (2) added maintenance staff dedicated to the city's park natural lands. Replace and augment antiquated maintenance equipment and vehicles to improve maintenance quality & efficiency.
- Expand park safety initiatives to neighborhood parks by hiring an additional (5) Park Ranger staff dedicated to the City's parks outside of Riverfront Park & provide vehicles and equipment as required.

Acquire & Develop New Neighborhood Parks and Natural Lands

- Develop (3) new neighborhood parks within rapidly developing portions of the City, acquire land for park development in (1) high need location, create a 'Natural Lands Acquisition and Management Plan' to prioritize future natural land acquisition and management, and create an ongoing, annual fund for the acquisition of priority natural lands.



Financial Overview

Recommended funding source for proposed park operational and capital improvements is a multi-year Levy Lid lift assessing \$0.27/1,000 of assessed property value. If passed, this assessment increases overall city levy assessment just less than 11%, totaling approximately \$7.25 **per month** in year one for the median homeowner in the City of Spokane. The levy lid lift is planned for a duration of 20 years and is estimated to generate approximately \$240,000,000 over that time. Levy value & duration was initially determined by majority vote of the Citywide Neighborhood Park Executive Committee and slightly adjusted by the Together Spokane Project Planning Team. Park Board adoption of the updated levy measure is planned in April of 2025.

Statement of Assumptions

1. City General Fund contribution to City Parks and Recreation will remain as outlined in current City Charter and will not be reduced as an overall percentage of City spending. Any reduction in the contribution from City General Fund to Parks & Recreation will directly reduce the intended impact of this program.
2. By intent, all modeling uses escalation rates for both wages and project cost inflation that are slightly above historical actuals. This conservative approach is designed to not only ensure commitments can be met, but to account for and offset for both direct (i.e. increased water usage) and indirect overhead costs (i.e. interfund allocations for city service departments) that are difficult to forecast and/or trace back to individual projects.
3. All operational and administrative staffing costs were projected using 2023 wage and overhead rates. Operational and administrative staffing costs include 4% compounding annual cost escalation, from 2026 until 2045.
4. All estimated capital project costs were projected using 2023 pricing information. Projects include 3.5% compounding annual cost escalation from 2025 until the anticipated time of project construction.
5. Annual construction cost increase of 3.5% was based on 20-year historical average inflation as obtained from the 'Engineering News-Record Construction Cost Index History' from 2002-2022.
6. All major park renovation and new park construction capital project costs anticipate additional State and/or Federal grants totaling 20% of overall project cost.
7. Capital project costs represent total cost to implement projects, and include allowances for design & engineering services, permitting, construction administration, and Washington State Retail Sales Tax at a rate of 9%.
8. Project scheduling and implementation shall be reviewed annually by park staff with annual project implementation to be determined by park planning and development manager, park operations director, and park director.



CHAPTER 2

Enhance Park User Experience



PARK SAFETY INITIATIVES / VISITOR EXPERIENCE

Enhance Park User Experience

Scope of Work: **Park Rangers**
Location: **Citywide**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
Master Plan Goal: Goal J. Co-existence
Master Plan Objective: Objective 2. Park Design for Positive Interactions

Project Description

Approximately 2/3 of Spokane residents surveyed as a part of the 2022 parks and natural lands master plan believe “The City needs to do more to make parks and programs welcoming and accessible”. Many residents throughout public engagement commented about not feeling welcome or safe in parks due to trash, drug use, and encampments. Public spaces are inherently contested space as they are shared by all types of people. This initiative was formed to support co-existence within parks by addressing conflict between park users through adding staff trained on trauma-informed approaches for interacting with users of park spaces.

This initiative will receive a dedicated percentage of levy funds allocated to improvement park safety and improve visitor experience. These additional funds will support hiring additional staff, purchasing and maintaining specialty equipment and vehicles as outlined below:

- Hire additional park ranger staff dedicated to expanding the park ranger program outside of Riverfront Park to provide a physical presence within neighborhood parks where there is high risk of conflict between park users or the park space is contested and unwelcoming. Add approximately (5) FTE, (1) park ranger supervisor, (4) full time park rangers and temporary seasonal support. It is anticipated that the park rangers will move from park to park in response to the greatest need for their presence. Each district within the City (Northwest, Northeast, South, Downtown) is expected to have dedicated ranger staff available to patrol those unique areas. Specific positions will be determined by park ranger supervisor in coordination with the park director.
- Allocate \$80k in annual funding dedicated to purchase & maintain park ranger vehicles and specialty equipment.

Key Park Safety Improvements

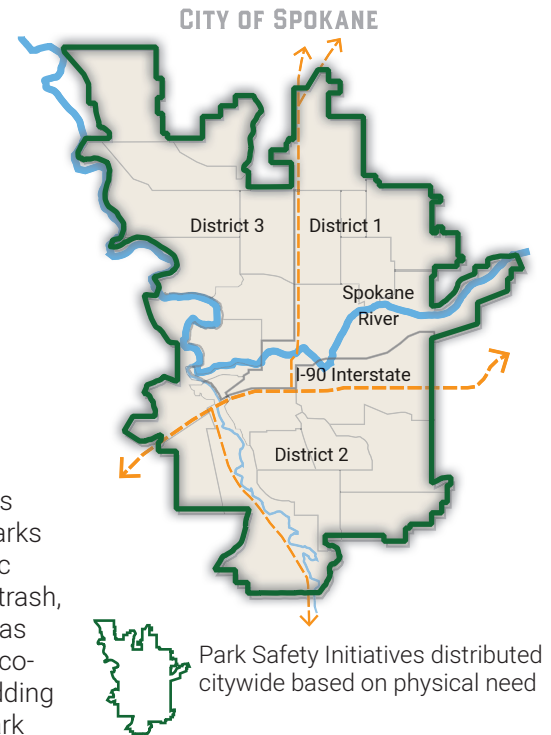
Park Ranger Staff Expansion



Park Ranger Vehicles



Welcoming to the Public



Park Rangers Today





PARK MAINTENANCE & OPERATIONS

Enhance Park User Experience

Scope of Work: **Maintenance & Operations**
Location: **Citywide + Outside City Limits**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First

Master Plan Goals & Objectives:

Goal A. Serving the Under-resourced
Objective 3. Focus on Neighborhood
and Community Parks.
Goal K. Maintain & Care
Objective 1. Replace Aged Facilities.

Goal C. Preserve Our Wild
Objective 5. Enhance Our Natural
Lands With Projects To Restore
Ecologies And Build Resilience To
Natural Disasters.

Project Description

'Improving daily maintenance and management of existing parks' was viewed as important or essential by 2/3 of residents surveyed as a part of the 2022 parks and natural lands master plan. Over the past 20 years, the percentage of city funds spent on parks has consistently decreased, declining by 0.3% during that time (totaling \$2.6m in 2021 alone). 6 in 10 residents also felt the city should seek additional funding to maintain its existing offerings. To better meet community expectations for park maintenance and management, additional funds must be dedicated for that purpose.

To improve park operations and maintenance citywide, it is intended that the current park fund contribution to park maintenance and operations remains without being reduced while being augmented with a dedicated percentage of levy funds allocated for park maintenance and operations enhancements. These additional funds will support hiring additional staff, purchasing and maintaining equipment and vehicles as outlined below:

- Hire additional park maintenance staff to maintain developed park grounds, facilities, pools and splash pads citywide. Add approximately (14) FTE, (11) dedicated to maintaining and cleaning park facilities and grounds citywide and (3) FTE dedicated to maintaining recreation facilities. Specific positions may include (1) foreperson, (1) program specialist, (2) irrigation specialist, (1)

Key Maintenance & Operations Features

Cleaner Parks



Maintenance Vehicles
& Equipment



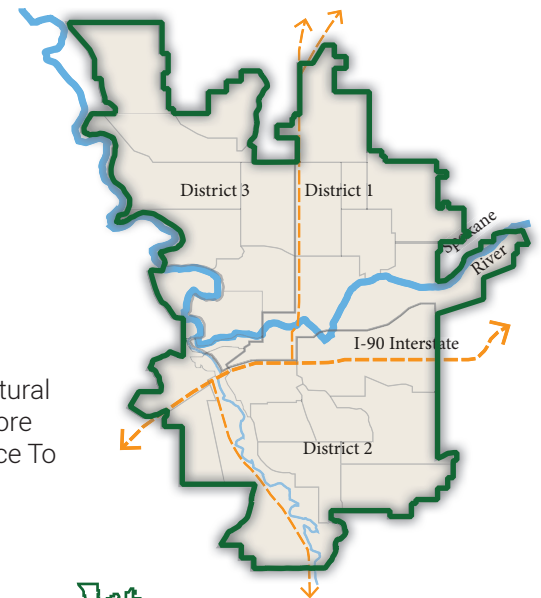
Park Operations Staff
Enhancements



Citywide Maintenance
Enhancements



CITY OF SPOKANE



Maintenance distributed citywide
based on physical need

equipment operator, (1) gardener, (1) tree worker, (5) laborers, (2) park caretakers, and temp seasonal staff (budget dependent). Specific positions will be determined by park operations director in coordination with park director.

- Hire additional staff dedicated to maintenance of park natural lands. Add approximately (2) FTE, including (1) program specialist / trails coordinator, and (1) caretaker. Specific positions will be determined by assistant director of natural resources in coordination with park operations director.
- Allocate \$300k annual funding to replace depreciated fleet of park maintenance equipment. Purchase and maintenance equipment used to maintain parks and natural lands (trip-plex mowers, heavy equipment, small power equipment, specialty tools, etc.)
- Allocate \$200k annual funding to replace depreciated fleet of park vehicles and purchase / lease new vehicles for added employees. Funding dedicated to purchase / lease of light trucks, heavy trucks, and crew vehicles. (1/2-ton & 3/4-ton pickups, Kodiaks, etc.)

NOTE: Park staffing and equipment needs are dynamic in nature. Actual positions hired and actual equipment / vehicles purchased shall be evaluated continually by park operations management. Staff and equipment purchased shall nonetheless be dedicated to the maintenance and operation of parks citywide.



CHAPTER 3

Renovate & Replace
Aging Parks, Trailheads,
and Amenities

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PLAYGROUND IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**

Location: **Citywide** - based on physical need

Project Profiles

Quantity	Project Type
10	Larger (Community) Park Playground Replacements
+/- 22	Smaller (Neighborhood) Park Playground Replacements

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First

Master Plan Goal: Goal K. Maintain and Care

Master Plan Objective: Objective 1. Replace Aged Facilities

Project Description

'Playgrounds' were identified by citizens during the 2022 park and natural lands master plan as the highest priority asset to upgrade within existing parks. A detailed condition rating of all city park playgrounds found nearly 60% of all city park playgrounds have aged beyond their design life, contain major damage, or are no longer functional and require complete replacement to restore proper functionality. Community input received also indicates that caregivers and residents desire more accessible playgrounds than currently offered.

This project will replace all park playgrounds which are rated with a physical condition of 3.0 or higher. This includes replacement of approximately (32) playgrounds citywide, including all (10) large (community) park playgrounds within the city and approximately (22) smaller playgrounds within neighborhood parks citywide. All playground replacements will include dedicated play equipment for both the 2-5 and 5-12 age groups, inclusive play features, and enhanced ADA pathways to the playgrounds from the surrounding park. Large (community) playgrounds will include additional play features and new rubberized play surfacing instead of wood fiber surfacing to further enhance accessibility and quality. Replacement locations & priorities will be determined annually by physical condition.

Key Playground Improvements

Site Furnishings



Rubberized surfacing



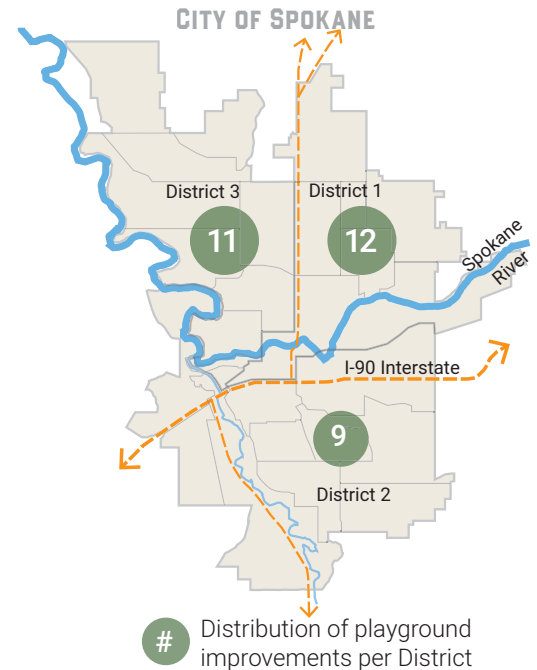
Inclusive play features



ADA accessible equipment



Full playground replacement



Playground Physical Condition Rating

All larger (community) parks listed below receive major playground replacement **regardless of rating**.

A.M. Cannon Park, Audubon Park, Comstock Park, Liberty Park, Mission Park, Shadle Park, Sky Prairie Park, Thornton Murphy Park, and Underhill Park.

All smaller (neighborhood) park playgrounds **rated 3.0 to 5.0** receive complete playground replacement.

All smaller (neighborhood) park playgrounds **rated 1.0 to 3.0** receive enhanced maintenance repair.

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**playground condition ratings established in 2022 park playground condition assessment*





RESTROOM IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**

Location: **Citywide** - based on physical need

Project Profiles

Quantity	Project Type
+/- 40	Citywide Restroom Replacements
+/- 45	Citywide Restroom Enhancements

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First

Master Plan Goal: Goal A. Serving the Under-resourced

Master Plan Objective: Objective 3. Focus on Neighborhood and Community Parks

Project Description

The 2022 park and natural lands master plan identified restrooms as the highest priority asset to upgrade and add within city parks. Lack of consistent restroom access & quality were considered a problem by 7 in 10 residents. The large majority of all park restrooms do not meet current ADA accessibility requirements & building code regulations, are easily vandalized or damaged, are difficult to repair once damaged, and are in need of significant repair or replacement to reduce future maintenance burden and meet community expectation.

This project will replace approximately 50% of all park restrooms citywide, totaling approximately (40) individual restrooms buildings. Replacement restrooms will meet modern building code regulation and ADA access requirements and will include enhance ADA pathways to the restrooms from the surrounding park.

The remaining 50% of city restrooms will receive minor upgrades, including fixture replacements, paint, and other minor repairs as required to ensure functionality. Replacement & repair locations & priorities will be determined annually by physical condition.

Key Restroom Improvements

Family access



Winterization



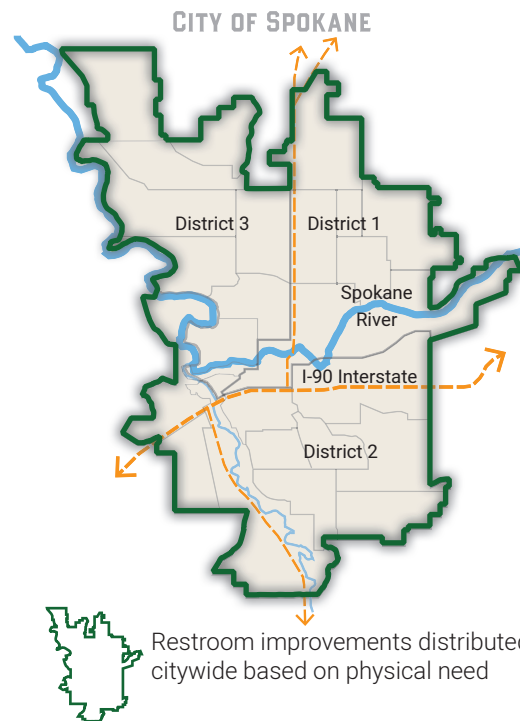
ADA accessibility



Full restroom replacement



More reliable



Restroom Physical Condition Rating

All citywide restrooms **rated 4.0 to 5.0** receive full facility replacement

All citywide restrooms **rated 2.0 and above** receive enhancements

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**restroom condition ratings established in 2025 park restroom condition assessment*





IRRIGATION IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
Location: **Citywide** - based on physical need
Renovation Size: **Up to 175 acres**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier - First

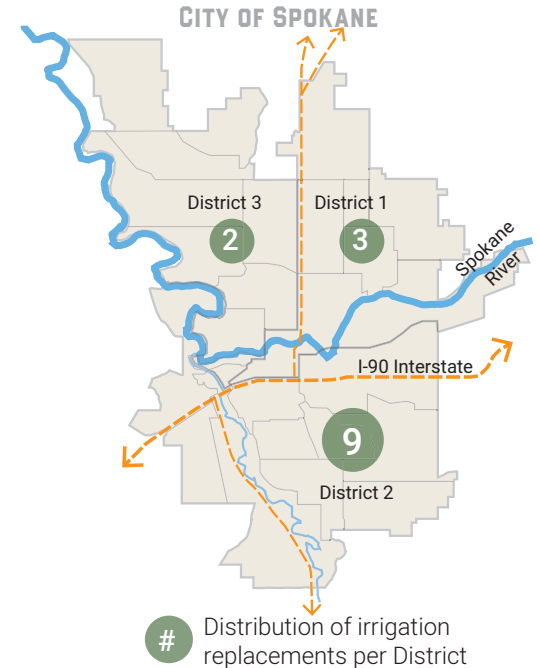
Master Plan Goals & Objectives

- Goal F. Improve Water Use Efficiency
- Objective 1. Reduce Water Needs
 - Objective 2. Improve City-Wide Water Management Practices
- Goal K. Maintain and Care
- Objective 1. Replace Aged Facilities

Project Description

City of Spokane Parks is the largest single municipal user of city water, consuming approximately 4% of all water pumped citywide to irrigate park lands throughout the community. Numerous park irrigation systems are antiquated and require 'manual operation', ie. maintenance staff must physically 'plug-in' each sprinkler daily to operate the systems. These systems are inefficient, beyond their design lives, labor intensive, and expensive to operate. Additionally, in the 1970's and 1980's, numerous 'manual' systems were retrofitted with 'hydraulic control systems', which rely on highly unreliable components which are no longer manufactured and require replacement to ensure continued operation.

This project replaces approximately 175 acres of antiquated irrigation systems within approximately (12) parks, replaces all 'manual' irrigation systems and several of the most unreliable 'hydraulic' irrigation systems. New irrigation systems will be fully automated, high-efficiency, and include water saving accessories and sensors to further increase watering efficiency. Once complete, irrigation system upgrades significantly reduce labor resources required to complete basic watering, increase watering efficiency, and eliminate the regular need for daytime watering within parks. Landscape conversions from turfgrass to more drought tolerant meadow landscape will be considered for implementation with irrigation upgrades on a case-by-case, site-by-site basis.



Key Irrigation Improvements

Replace manual & hydraulic systems



Replace antiquated vaults & plumbing



Install modern, efficient systems



Reduced water use



Labor reduction



Increased level of service





AMENITIES IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
Location: **Citywide**

Project Profiles

Quantity	Project Type
14	Renovated Sport Courts
1	Add Skate Park / Pump Track
1	Add Disc Golf Course
1	All Weather Surface Rectangular Field
3-5	Existing Softball/Baseball Field Improvements

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier - First

Master Plan Goals & Objectives

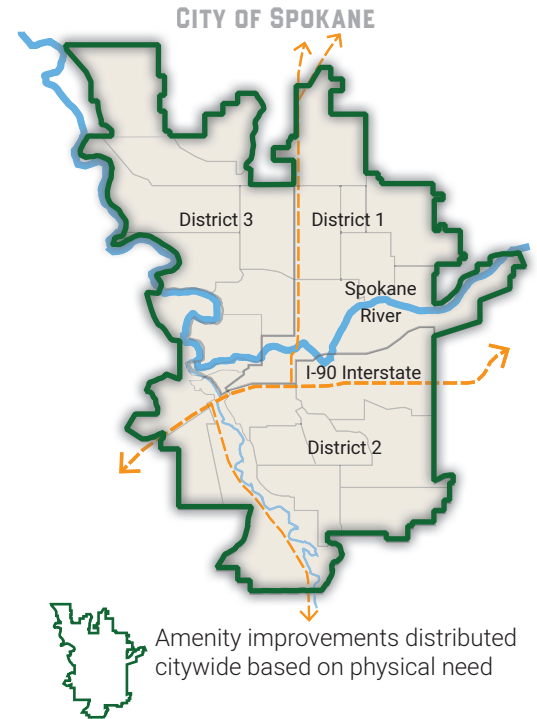
- Goal A. Serving the Under-resourced
Objective 3. Focus on neighborhood and community parks
- Goal B. Inland Northwest Living
Objective 1. Offerings reflect and respond to local recreation and park use trends

Project Description

Community survey conducted during the 2022 park and natural lands master plan identified several community desires for park amenity improvements – better racquet sport courts, including dedicated courts for pickleball, pump tracks / BMX facilities, disc golf courses, dog parks, and picnic areas were the most requested amenities citywide.

In response to these community desires, this project will:

- Replace all (14) existing racquet sport courts citywide, constructing multi-use complexes with dedicated courts for pickleball as well as tennis.
- Add (1) new artificial turf, all weather surface, multi-use rectangular field with practice lighting at Southeast Sports Complex.
- Improve (3)-(5) existing softball/baseball fields with either practice lighting or field turf infields, located at Franklin park and Dwight Merkel.
- Construct (1) new disc golf course, at a location to be determined.
- Design (1) new pump track, and seek state grant / partner funding for construction, preferably in Districts 1 or 3.
- Replace and add site furnishings & picnic tables throughout the city to improve picnic area amenities within parks.



Key Amenity Improvements



All Weather Surface Field



Disc Golf Course



Picnic Table



Sport Courts





MINOR PARK REPAIRS

*Renovate & Replace Aging Parks,
Trailheads, and Amenities*

Scope of Work: **Continuous Maintenance**
Location: **Citywide** - based on physical need

Master Plan Goal, Objective, and Strategy

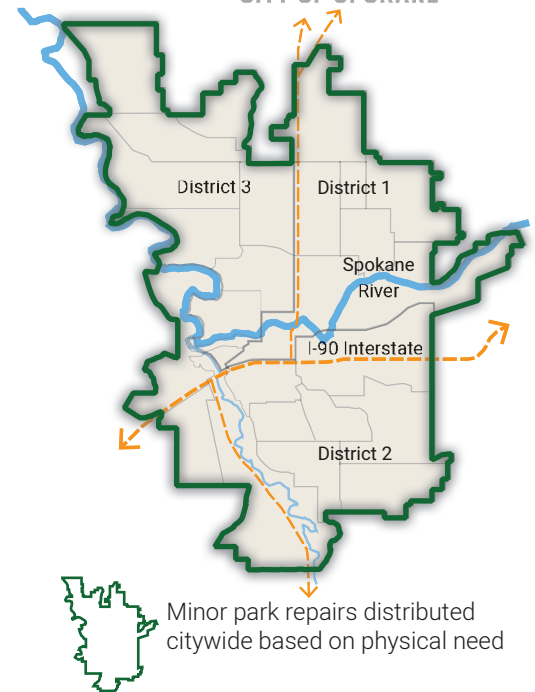
Master Plan Priority Tier: First
Master Plan Goals: Goal K. Maintain and Care
Goal L. Funding Futures
Master Plan Objective: Objective 1. Pursue Additional Funding Sources

Project Description

Over the course of several bond projects, Spokane City Parks has effectively focused investment into targeted 'special use facilities' & amenities. As these large 'one-time' investments have occurred, the Parks Division has not been able to dedicate ongoing funds for regular capital to properly maintain various park assets. Regular minor repair of these park assets throughout the city have therefore been consistently deferred for several decades. Despite this deferral, many minor park amenities and infrastructure still require repair and have not been included within a larger project in this program. It is intended that this fund shall be used to 'fill the gaps' to improve the general condition of minor park assets citywide, and not be utilized to augment the budget of larger projects identified within this program.

This project funding will be dedicated for minor park repairs on an ongoing, annual basis for the upkeep, repair, and minor component replacement of park facilities. These minor repairs may include repair and replacement of park building & gazebo roofs & windows, parking lots (sealing, striping, repair, etc), park walkways & sidewalks, mechanical systems (boilers/hvac), pool & splash pad components (pumps/pool buildings/slides/pool decks), sewer and water utility lines, lighting systems, and other miscellaneous park features which may not individually warrant a dedicated project. Specific minor projects will be determined by physical need on an annual basis by the park operations director in coordination with the park planning manager and support staff.

CITY OF SPOKANE



Minor park repairs distributed citywide based on physical need

Key Minor Park Repairs

Playgrounds



Roofs



Parking Lots



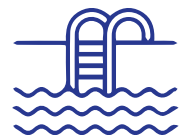
Sidewalks



Boiler / HVAC



Pools



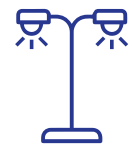
Utilities



Vandalism



Lighting





TRAILHEAD & TRAIL IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**

Locations: **District 2 - Cliff-Cannon and Comstock Neighborhoods**
Outside City Limits - Beacon Hill, Palisades, and Fish Creek

Project Profiles

Renovation - Palisades Park South Trailhead

Development - Palisades Park North Trailhead

Development - Cliff Drive / Edwidge Woldson Park Access Trail

Development - Beacon Hill Trailheads

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tiers

First (Palisades North / South Trailhead Projects)

Third (Cliff Dr / Edwidge Woldson Access Trail Project)

Master Plan Goals & Objectives

Goal C. Preserve Our Wild

Objective 1. Initiate Framework For Natural Land Acquisition Decision Making

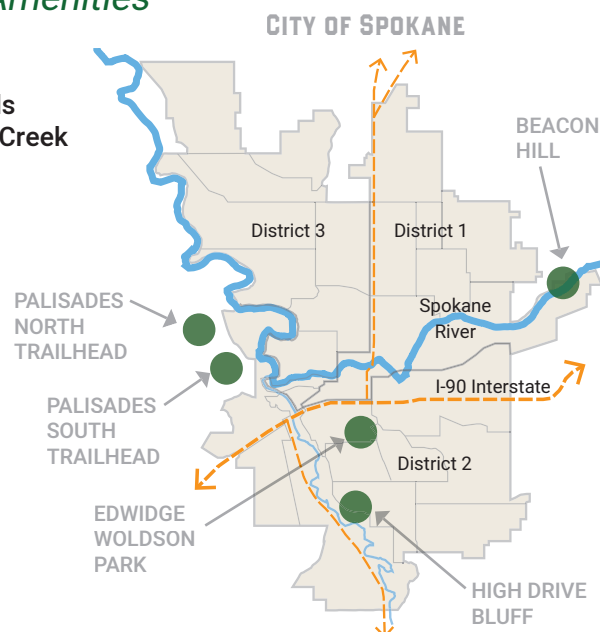
Objective 5. Enhance Our Natural Lands With Projects To Restore Ecologies
 And Build Resilience To Natural Disasters

Project Description

'Trailheads' & 'Trails' were identified by citizens during the 2022 park and natural lands master plan as a top tier community desire. Community input received indicates preference for renovation of existing trailheads prior to the construction of new trailheads, with Districts (1) & (3) expressing stronger preference for trailhead improvements than District (2). Community input also expressed preference for both paved and unpaved trails citywide.

In response to community desire, this project replaces and improves trailheads and constructs (1) new trail as outlined below:

- Replace and relocate the existing south trailhead at Palisades Park, near district 3 and develop an additional trailhead to access the newly acquired Rimrock to Riverside portion of Palisades Park.
- Provide supplemental accessory improvements to the newly renovated Beacon Hill trailheads currently being improved near district 1.
- Improve new 'Class 1' paved access trail from Cliff Drive through Edwidge Woldson Park to 7th avenue in district 2 to provide an ADA accessible trail connection to expand walkable park and school access and provide a safer alternative to the 'Tiger Trail'.
- Improve trailhead and trail access to the High Drive Bluff at appropriate location(s), which may include 'Rocket Gulch', or other locations as determined through collaboration with the Friends of the Bluff.
- Allocate a portion of the funding required to complete the Fish Lake Trail Gap @ 'U.P. Junction'. It is not intended that this project fund implementation in its entirety, but rather serve as matching funds for use in partnership with other agencies and grants to complete the connection.



Trailhead Physical Condition Rating

4.0	Palisades Park South Trailhead
N/A	Palisades Park North Trailhead
4.0	Cliff Dr / Edwidge Woldson Park Access Trail
N/A	Beacon Hill Trailheads
2.3	High Drive Bluff

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**trailhead condition ratings established in 2022 natural lands master plan condition rating assessment*

Key Amenity Improvements





MINNEHAHA PARK

Renovate & Replace Aging Parks, Trailheads, and Amenities

Project Profile

Project Type: **Major Park Renovation**
 Scope of Work: **Design and Construction**
 Location: **District 1 - Minnehaha Neighborhood**
 Renovation Area: **Up to 10 acres**
 Park Type & Age: **Community Park, Established 1909**

Master Plan Goal, Objective, and Strategy

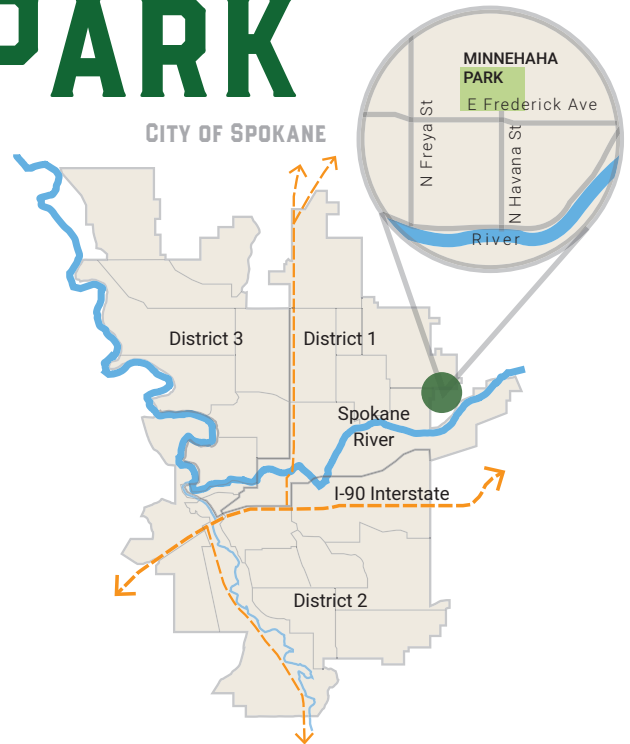
Master Plan Priority Tier: **First**
 Master Plan Goal: **Goal K. Maintain and Care**
 Master Plan Objective: **Objective 1. Replace Aged Facilities**

Project Description

Minnehaha Park is the City's only large (community) park east of Freya and serves residents east of the new North-South Freeway (NSC) who have been adversely impacted by its construction. The park is currently in poor to failing condition, lacks recent investment, is located within the highest social and environmental park equity priority zone, and requires substantial redevelopment to restore its functionality. It is one of three parks identified specifically within the 2022 park and natural lands master plan for major replacement. An initial park renovation concept plan has already been generated with the community.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 10 acres of park area, a large (community) playground, restroom upgrades, splash pad, paved off-street parking lot, neighborhood dog park, paved pathways, ADA improvements, irrigation system, multi-purpose field, connection to existing soft surface trails, landscape restoration, and if budget allows, either a pump-track or a sport court complex (depending on community preference).

Existing Park Photos



Park Physical Condition Rating






4.2 - Major Facility Damage

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**park condition ratings established in 2022 natural lands master plan condition rating assessment*

Key Proposed Improvements

- Sport Court Renovation / Pump Track 
- Dog Park 
- Splash Pad 
- Playground Replacement 
- Multi-use Field 





GRANT PARK

*Renovate & Replace Aging Parks,
Trailheads, and Amenities*

Project Profile

Project Type: **Major Park Renovation**
 Scope of Work: **Design and Construction**
 Location: **District 2 - East Central Neighborhood**
 Renovation Area: **Up to 9 acres**
 Park Type & Age: **Neighborhood Park, Established 1908**

Master Plan Goal, Objective, and Strategy

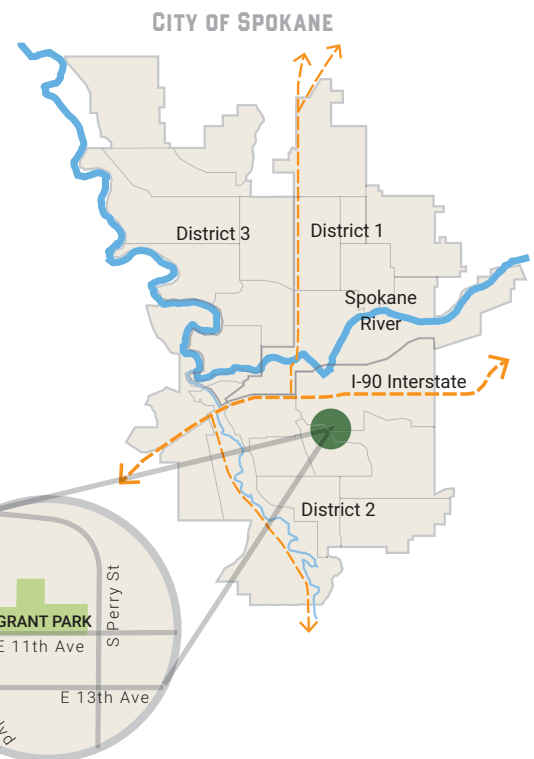
Master Plan Priority Tier: First
 Master Plan Goal: Goal K. Maintain and Care
 Master Plan Objective: Objective 1. Replace Aged Facilities

Project Description

Grant Park, located immediately adjacent the bustling South Perry business district, is currently in poor to failing condition, lacks recent investment, and is located within the highest social and environmental park equity priority zone. Park infrastructure and amenities require complete replacement to restore proper functionality.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 9 acres of park area, full replacement of the east parking lot and upgrades to the west parking lot, a new farmer's market courtyard space with support utilities, playground, splash pad, sport courts, paved pathways, ADA improvements, irrigation, and park landscape restoration.

Existing Park Photos



Park Physical Condition Rating

4.0 - Major Facility Damage

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**park condition ratings established in 2022 natural lands master plan condition rating assessment.*

Key Proposed Improvements

- Sport Court Renovation
- Community Garden
- Playground Replacement
- Ballfields
- Restroom Renovation





HARMON PARK

Renovate & Replace Aging Parks, Trailheads, and Amenities

Project Profile

Project Type: **Major Park Renovation**
 Scope of Work: **Design and Construction**
 Location: **District 1 - Hillyard Neighborhood**
 Renovation Area: **Up to 10 acres**
 Park Type & Age: **Neighborhood Park, Established 1933**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: **First**
 Master Plan Goal: **Goal K. Maintain and Care**
 Master Plan Objective: **Objective 1. Replace Aged Facilities**

Project Description

Harmon-Shipley Park, located near Francis and Market in northeast Spokane, functions as a large community gathering location and is currently in poor to failing condition, lacks recent investment, and is located within the highest social and environmental park equity priority zone. The majority of the park's infrastructure and amenities require complete replacement to restore proper functionality.

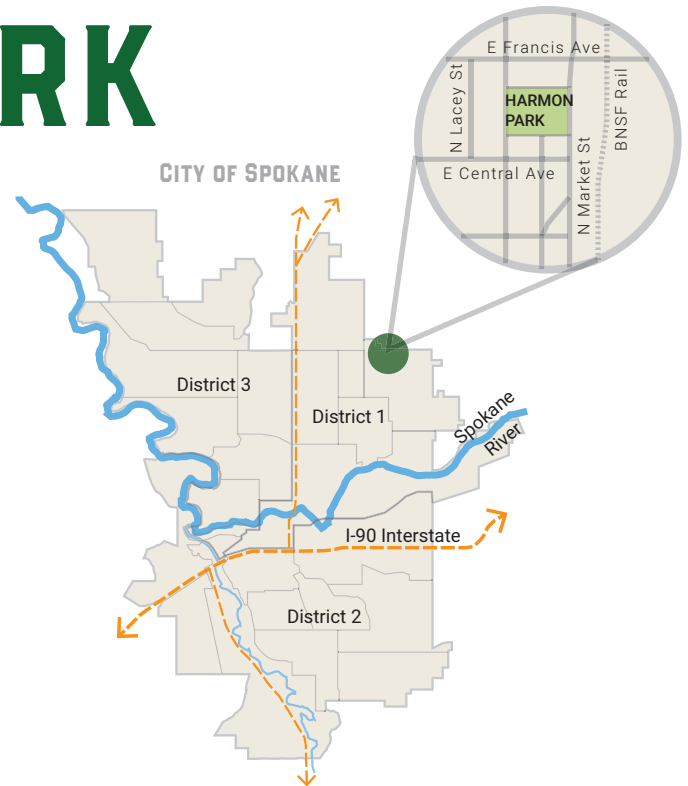
The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 10 acres of park area, a new large (community) playground, restroom, sport courts, paved pathways, ADA improvements, utility hookups for events, irrigation, multi-purpose field space, park landscape restoration and if funding permits, a new splash pad.

Existing Park Photos



Key Proposed Improvements

- Sport Court Renovation
- Irrigation Replacement
- Playground Replacement
- Multi-purpose Field Space
- Restroom Renovation



Park Physical Condition Rating

3.8 - Aging Facility, many components have major facility damage

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**park condition ratings established in 2022 natural lands master plan condition rating assessment*



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CHAPTER 4

Acquire & Develop New
Neighborhood Parks
and Natural Lands



SOUTHEAST LAND ACQUISITION

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Pocket Park**
 Scope of Work: **Land Acquisition**
 Locations: **District 2 - Lincoln Heights & East Central Neighborhoods**
 Proposed Park Size: **1 - 2 acres**

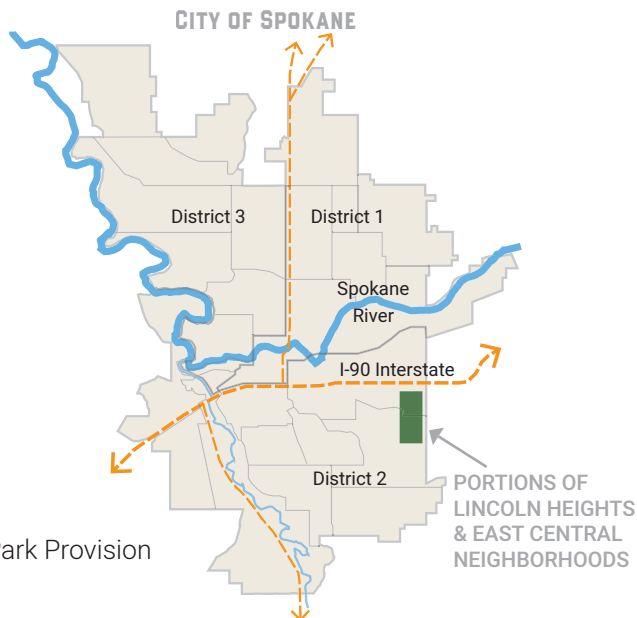
Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: Second
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 1. Address Geographic Gaps In Park Provision

Project Description

Spokane's East Central & Lincoln Heights neighborhoods are located within medium and high social and environmental park equity priority zones and are home to several developed parks within the western neighborhood reaches. While residents West of Ray Street enjoy easy access to these facilities, residents living east of Freya & Ray Streets face a significant barrier crossing this high-capacity roadway to access existing park lands. As a result, more than 2,600 neighborhood households lack walkable access to a park, and the 2022 park and natural lands master plan identified acquiring land to improve park access for residents as a priority need for this area.

The planned project will include land acquisition only. Target land acquisition should be approximately 1-2 acres in size and may be either undeveloped or developed. Land acquired should be east of Freya Street between Hartson and 21st Street, with walkable access to as many homes as possible. Land acquired will be held in its acquired state until future park development funding is secured in the future.



Attributes of Desired Property

- Undeveloped Land
- Walkable Destination
- Centrally Located
- Proximity to Public Transit





RIVER ACCESS IMPROVEMENTS

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **Water Access Improvements**
 Scope of Work: **Design and Construction**
 Locations: **District 1 - Boulder Beach**
District 3 - Three Islands Park

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal E. Care for and Activate the Spokane River
 Master Plan Objective: Objective 1. Develop additional universally accessible water access points

Project Description

According to survey & market analysis from the 2022 park and natural lands master plan, 'fishing' / 'freshwater access' is one of the top five local activities by number of participants. As a result, increasing opportunities to access the Spokane river was identified as a tier 1 community priority. Particularly, the plan recommends 'developing additional universally accessible water access points for fishing access, including non-motorized boat launch, SUP & kayaking with adequate parking'. Access points should incorporate ADA design best practices for developing water access points.

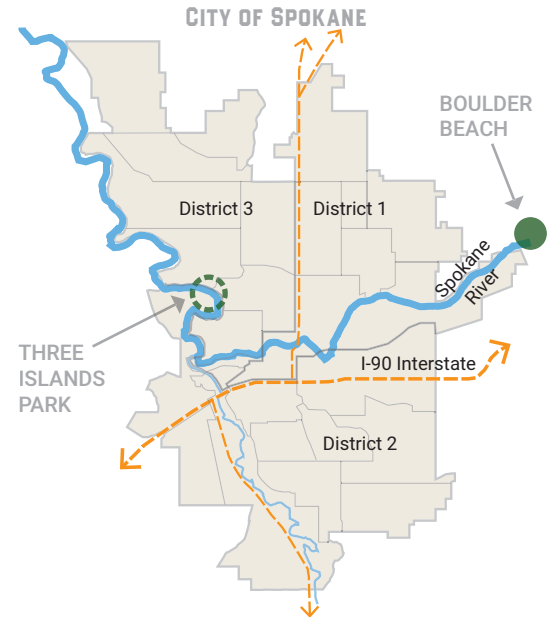
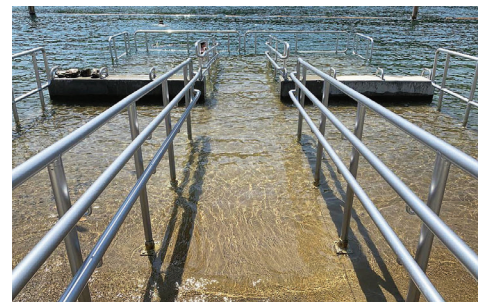
The planned project will include:

- Design and construction phases for water access improvements a boulder beach near District 1 to expand ADA access and provide additional parking on the north side of Upriver Drive.
- Design only for a new ADA accessible non-motorized boat access point on the 'Three Islands' property within District 3 near the west end of the TJ Meenach bridge. Design will conceptualize a new paved parking lot / trailhead, ADA accessible trail, non-motorized boat access ramp, and potential swimming area. Construction funding for this property will need to be secured via grants and partnerships in the future to implement these improvements.

Street View Today



Precedent Imagery (CONCEPT ONLY)



Key Proposed Amenities

Improved Trailheads

Expand Parking

Add ADA Parking

ADA Accessible Watercraft Access





NATURAL LANDS MANAGEMENT PLAN & ACQUISITION FUND

Acquire & Develop New Neighborhood Parks and Natural Lands

Scope of Work: **Planning & Land Acquisition**
Location: **Citywide + Outside City Limits**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: Second

Master Plan Goals & Objectives

Goal C. Preserve Our Wild

- Objective 1. Initiate Framework For Natural Land Acquisition Decision Making
- Objective 2. Further Regional Partnerships For Land Acquisitions.
- Objective 3. Initiate Interdisciplinary Partnerships For Land Management.



Project Description

According to community survey during the 2022 park and natural lands master plan, 93% of Spokane residents desire to protect wildlife habitat, conserve native plants, sensitive landscape and forests and preserve areas with beautiful or unique natural habitat. Despite rapid development of natural land within and immediately adjacent the City of Spokane, City Parks does not have a comprehensive strategy for the acquisition and maintenance of park natural lands, nor does it allocate dedicated funding to acquiring additional natural lands for preservation.

In response to community affinity for natural land, this program element will:

- Fund creation of a citywide 'Natural Lands Acquisition and Management Plan'. The plan shall include significant community input from subject matter experts, partner agencies (Spokane County, WDFW, etc.), citizen scientists, and community members.
- Create a dedicated fund for acquisition of priority natural lands identified within the acquisition and management plan, allocating approximately \$125,000 annually plus yearly escalation for property acquisition.

Key Planning Approaches

Assess City Owned Land and Potential Future Acquisitions



Establish Funding



Reduce Fuel Consumption



Restoration & Conservation



Land Maintenance & Management



Preserve Local Identity





MEADOWGLEN PARK

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Neighborhood Park**
 Scope of Work: **Design and Construction**
 Location: **District 3 - North Indian Trail Neighborhood**
 Park Size: **Up to 14 acres**



Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 1. Address Geographic Gaps in Park Provision

Project Description

Meadowglen Park consists of +/-30 acres of city owned land which sits undeveloped within Spokane's rapidly developing North Indian Trail Neighborhood. More than 2,800 of neighborhood households lack walkable access to a park, making the neighborhood's 'park walkability' score the worst in the city. Developing Meadowglen Park significantly improves park access for residents within this neighborhood by creating walkable access to a developed park for over 650 households. It is one of three parks identified specifically within the 2022 park and natural lands master plan for major replacement and has been a primary desire for the neighborhood for over two decades. An initial park renovation concept plan has already been generated with the community.

The planned project will include design, public outreach, and construction phases. Proposed improvement includes new development of up to 14 acres of park area and preservation of at least 16 acres of property as natural land. Proposed improvements include a new neighborhood playground, restroom and associated utilities, pavilion / gazebo structure, paved off-street parking lot, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field, connection to existing soft surface trails, and landscape improvements. It is envisioned that this project will consciously limit the amount of turfgrass and include large portions of 'meadow landscape'. Should funding permit, neighborhood dog park and/or splash pad may also be included.

Key Proposed Amenities

Covered Picnic Area	
Restroom	
Playground	
Sport Court	
Native Meadow Grassland	
Multi-use Trails	
STA Transit Stop	

Street View Today



Conceptual Master Plan Imagery





SHILOH HILLS PARK

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Neighborhood Park**
 Scope of Work: **Design and Construction**
 Location: **District 1 - Shiloh Hills Neighborhood**
 Land Acquisition Size: **5 - 10 acres**

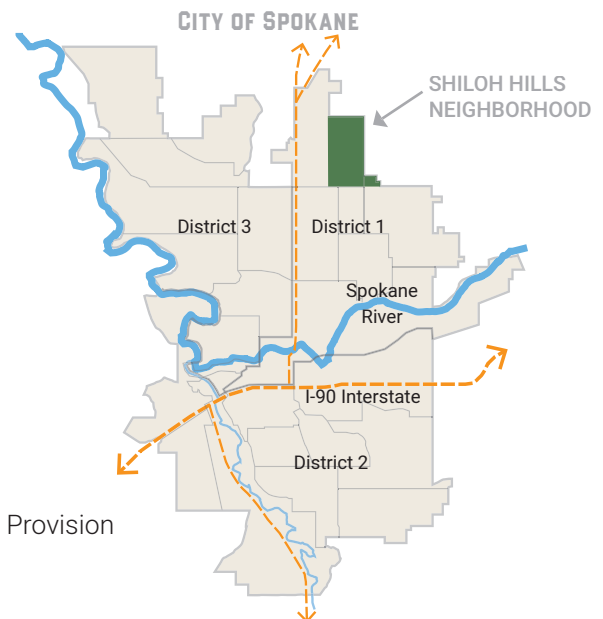
Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 1. Address Geographic Gaps In Park Provision

Project Description

The Shiloh Hills neighborhood, located in Northeast Spokane, is home to a large number of apartment homes, is highly socially vulnerable, is located within the highest social and environmental park equity priority zone, and more than 1,820 of neighborhood households lack walkable access to a park. In particular, residents east of Nevada Street have no walkable access to a park. Acquisition and development of a park in this vicinity is one of three priority 'new park development' projects identified specifically within the 2022 park and natural lands master plan and is listed as a 'very high priority'.

The planned project will include land acquisition, planning, design, public outreach, and construction phases. The priority for land acquisition is undeveloped property located north of Francis Street, East of Nevada Street, with walkable access to as many apartment homes as possible. Target land acquisition size is between 5-10 acres in size. Proposed improvements include a new neighborhood playground, restroom, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field, and landscape improvements. Should funding permit a splash pad may also be included.



Key Proposed Amenities

- Sport Court
- Covered Picnic Area
- Restroom
- Multi-use lawn
- Playground
- STA Transit Stop

Precedent Imagery (FOR CONCEPT REVIEW ONLY)





QUALCHAN HILLS PARK

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Community Park**
 Scope of Work: **Design and Construction**
 Location: **District 2 - Latah/Hangman Neighborhood**
 Proposed Park Size: **Up to 15 acres**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 3. Address Geographic Gaps in Park Provision

Project Description

Qualchan Hills Park consists of +/-16 acres of city owned land which sits undeveloped within Spokane's rapidly developing Latah Hangman Neighborhood. More than 2,100 neighborhood households lack walkable access to a park, making the neighborhood's 'park walkability' score the second worst in the city. Despite rapid residential planned-unit-development which includes privately maintained parks for nearby residents, no developed public park land exists east of Highway 195. Developing Qualchan Hills Park significantly improves park access for residents within this neighborhood by creating public park access for PUD & non-PUD residents alike. It is one of three parks identified specifically within the 2022 park and natural lands master plan for new park development. The property sits adjacent to school district lands – making a joint development of a school & park a possibility.

The planned project will include design, public outreach, and construction phases. Proposed improvements include new development of up to 10 acres of park area, including a new large (community) playground, restroom and associated utilities, pavilion / gazebo structure, splash pad, paved off-street parking lot, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field and landscape improvements, and if desired by the community, a potential neighborhood dog park. It is envisioned that this project will consciously limit the amount of turfgrass and include large portions of 'meadow landscape' and will plant an 'enhanced buffer landscape' along Hangman Creek.

Key Proposed Amenities

Sport Court



Enhanced Shoreline Buffer



Restrooms



Multi-use Lawn



Playground



STA Transit Stop



Street View Today



Precedent Imagery (CONCEPT ONLY)

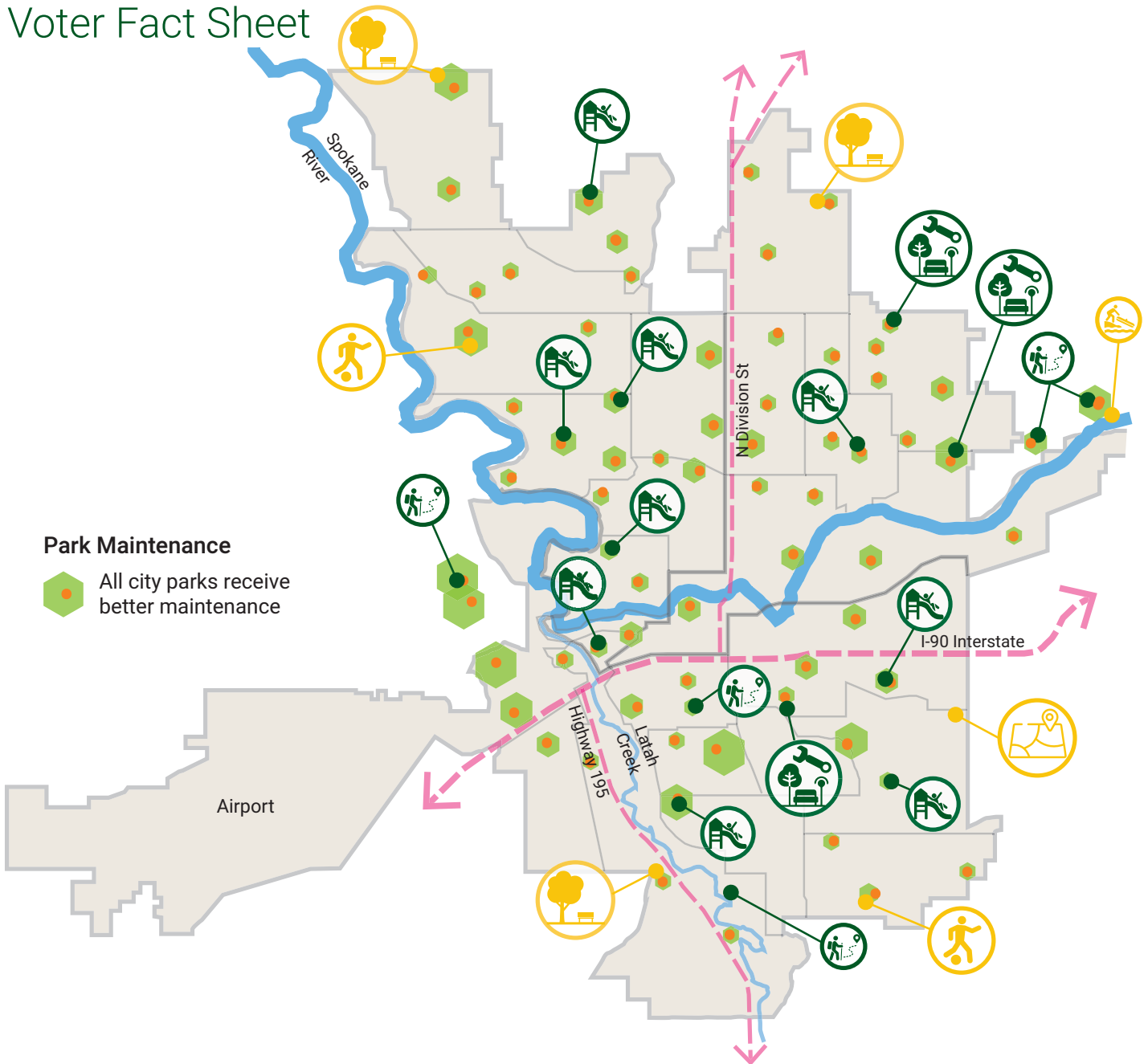


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Figure 3 (opposite) - City of Spokane map illustrating a snapshot of the major park improvements to successfully building healthy neighborhoods, and healthy parks.

HEALTHY NEIGHBORHOODS, HEALTHY PARKS

Voter Fact Sheet



THANK YOU



Initially Adopted by Park Board in October 2023.

Revised for Planned Park Board Adoption in April of 2025.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/2/2025

Clerk's File #

RES 2025-0027

Cross Ref #

OPR 2024-0140

Project #**Council Meeting Date:** 05/05/2025**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

TYLER X6733

Requisition #**Contact E-Mail**

TKIMBRELL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0650 2025 COMMUTE TRIP REDUCTION PLAN UPDATE

Agenda Wording

2025-2029 update to the City of Spokane's Commute Trip Reduction Plan

Summary (Background)

In accordance with RCW 70.94.527(5), local jurisdictions shall review their local CTR plans annually and revise them as necessary to be consistent with applicable plans developed under RCW 36.70A.070. The local CTR plan shall be updated at least once every four years, in order to establish new four-year targets and program strategies and update other elements as needed.

What impacts would the proposal have on historically excluded communities?

The Commute Trip Reduction plan considers several strategies for reducing transportation impacts and accessibility for cost-burdened and historically disadvantaged 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?

Survey data is collected by Spokane Regional Transportation Council.

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

Collected data is used to influence plan policies and goals.

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 Commute Trip Reduction Plan aligns with the City's Comprehensive Plan, Intergovernmental Agreements with the County, and State law.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	GARDNER, SPENCER		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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sgardner@spokanecity.org		tkimbrell@spokanecity.org	
cquinnhurst@spokanecity.org		tblack@spokanecity.org	
eking@spokanecity.org			

RESOLUTION NO. 2025-0027

A RESOLUTION updating the City of Spokane's Commute Trip Reduction (CTR) Plan.

WHEREAS, in 1991 the Washington State Legislature adopted the Commute Trip Reduction Law RCW 70A.15.4000 (formerly RCW 70.94.521) requiring governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. Such plans shall require major employers and employers at major worksites to implement programs to reduce single-occupant vehicle commuting by employees at major worksites; and,

WHEREAS, the City of Spokane adopted a CTR Ordinance in 1993 (SMC 15.01); and,

WHEREAS, the Washington State Legislature passed the Commute Trip Reduction Efficiency Act of 2006, which amended the requirements for local governments' CTR Plans; and,

WHEREAS, the City created a CTR Plan that addresses the new requirements of the Commute Trip Efficiency Act of 2006; and,

WHEREAS, the City and the County update the Intergovernmental Agreement regarding commute trip reduction implementation everywhere two (2) years which grants CTR funds back to the County in exchange for their conducting the required CTR duties on the City's behalf.

WHEREAS, the CTR Plan is a collection of goals and policies, facility and service improvements, and marketing strategies that support reducing drive alone trips and vehicle miles traveled. It also describes requirements for major employers, documents the public involvement process, presents a sustainable financing plan, and lays out the implementation structure for the CTR program; and,

WHEREAS, the State's CTR objectives complement, promote, and provide an implementation mechanism for the City of Spokane's Comprehensive Plan; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the attached City of Spokane Commute Trip Reduction Plan 2025-2029 and acknowledges that the CTR Plan is consistent with the Comprehensive Plan.

ADOPTED by the City Council this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Spokane Commute Trip Reduction Four-Year Plan Update: 2025–2029

Benefits of CTR

1. Describe the local land use and transportation context and objectives.¹

a. Describe the setting in the jurisdiction as it is today or will be in the near future.

The City of Spokane is 69.5 square miles of varying topography consisting of hills, rivers, forests, and wetlands. With a population of 229,447 consisting of 94,000 commuters with an average commute time of 21 minutes creates a significant amount of average daily vehicle miles traveled. This amount of daily commuting may put significant strain on the transportation system and greenhouse gas emissions.

Spokane's street grid was developed in part by the trolley car system that existed in the late 1800s to early 1900s, prior to the extensive availability of the personal automobile. In conjunction with the trolley car system was a network of railways that permeated the downtown, northeast, and eastern portions of the city. Because of the historic trolley lines and railways, Spokane has several wide corridors that promote fast vehicle speeds and land uses that cater to those fast speeds e.g. big box stores, convenience stores, etc. These wide corridors are often missing key elements of the transportation system including a complete sidewalk network, bicycle network, and/or other public transportation facilities.

In recent years, the City has moved toward improving transit oriented development policies and amending zoning regulations to contribute to more pedestrian friendly environments. Over time these policies will improve pedestrian facilities and promote economic development.

Looking to the near future the City will continue to improve engineering and design standards for streets to consider all transportation modes, improving the safety and increasing transportation options.

b. Describe features of land use and transportation facilities and services that affect commuters.

In the 2001 [Comprehensive Plan](#) the City adopted a Centers and Corridors strategy that sought to aggregate high-intensity uses in select locations to preserve neighborhood character and make any type of middle-housing or retail illegal in predominantly single-family residential neighborhoods. Though the intent was to have a Center or Corridor near concentrations of residential development to reduce the number of vehicle trips taken, in most cases, the result was the further development of big-box stores that still required a vehicle. Through the upcoming 2026 Comprehensive Plan Periodic Review, the City may develop new policies, or revise old policies, to incentivize more mixed-

¹ Sources: The plan shall highlight the existing and future land use and transportation conditions and characteristics considered most critical by the jurisdiction and evaluate the degree to which existing local services, policies, regulations, and programs, as well as any documented future investments, will complement the trip reduction efforts of CTR employers. (WAC 468-63-040(2)(a))

The state intends for local jurisdictions to use information in existing plans and programs, such as the local comprehensive plan, unified development codes, the transportation improvement program, economic development plans, and others, as much as possible in order to develop the local CTR plan. (WAC 468-63-040(2))

use development that can be integrated into existing neighborhoods and improve existing areas of higher-intensity development with transit oriented development policies.

Additionally, the continued development of bus-rapid transit lines and transit oriented development policies will increase the viability of more dense “centers” surrounding transit corridors. There are ongoing efforts to conduct land use, transportation, and economic analysis to ensure that the transportation amenities and zoning policies align with intended future development.

Existing land use transportation and land use policies have created an environment that, for the most part, requires a vehicle to get to the services, employment, and recreational opportunities that the community desires. Wide streets, fast posted and operational speed limits, and an exclusionary zoning framework have significantly impacted the transportation and land use options available to the community.

The City’s [Six Year Comprehensive Street Program](#) aims to develop out various elements of the city’s transportation network to improve mobility, these include:

- Bicycle network improvements and development
- Sidewalk infill
- Bridge deck reconstruction and repair
- Intersection improvements

c. Describe whether and how commuting patterns have changed in the past few years.

According to American Community Surveys 2017-2022² Commute Trip data there have been significant commute pattern changes. Some of the most significant changes that affect the CTR include an increase work from home rate (60.83%), decrease in the “worked outside county of residence” (15.38%), decrease in public transit use (18.18%), and an increase to mean travel time to work (2.90%).

During the height COVID-19 pandemic a significant portion of the working population changed to a work from home schedule reducing the number of vehicles on the road during peak commute hours. However, the pandemic may have also had some negative transportation impacts including moving further away from employment (and thus an increase to mean travel time to work), decrease in public transit use, and fewer carpooling opportunities. As

d. List the most important land use and transportation objectives from your city or county’s plans that commute trip reduction most directly affects.

The City of Spokane Comprehensive Plan recognizes the need for efficient coordination between land use and transportation. Housed in Chapter 3 Land Use and Chapter 4 Transportation of the Comprehensive Plan are multiple goals that impact commute trip reduction including:

- Promoting a sense of place;

² U.S. Census Bureau. "Commuting Characteristics by Sex." *American Community Survey, ACS 5-Year Estimates Subject Tables, Table S0801*, 2022, <https://data.census.gov/table/ACSST5Y2022.S0801?t=Commuting&g=160XX00US5367000>. Accessed on September 3, 2024.

- Providing transportation choices;
- Accommodate access to daily needs and priority destinations; and,
- Support travel options and active transportation through land use

The City has recently implemented strategies for increasing housing density and getting multimodal infrastructure built to support the goals of the City regarding CTR.

- e. Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.*

The City should continue to make it more accessible to build missing middle housing and increase the availability of goods and services nearer to where people live to increase the livability, accessibility, and sustainability goals of the City.

Spokane continues to improve its multi-modal and transit network, this work will continue and improve as the implementation of BRT routes and TOD zoning frameworks are developed. The CTR will be supported by these efforts.

2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.³

- a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.*

The CTR program will reinforce the City's commitment to create walkable, sustainable, and livable urban environments that allow the community to access opportunities to live, work, and play by the means they choose. Developing and implementing TOD, BRT, bicycling and walking routes, and improving mobility education will improve access to employment, education, and recreation opportunities, especially for those communities who are historically disadvantaged.

3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.⁴

- a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.*

The CTR program will be integral in achieving Spokane's goal of reducing GHG emissions 95% by 2050. Reducing drive alone rates, increasing the rate of people walking and biking, improving transit access, and giving the community the choice to live closer to employment opportunities will help achieve the GHG reduction goal.

³ Source: The local CTR plan shall describe how the CTR program will help achieve the jurisdiction's broader land use and transportation goals. (WAC 468-63-040(2))

⁴ Source: The legislature also finds that increasing automotive transportation is a major factor in increasing consumption of gasoline and, thereby, increasing reliance on imported sources of petroleum. Moderating the growth in automotive travel is essential to stabilizing and reducing dependence on imported petroleum and improving the nation's energy security (...) The intent of this chapter is to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. (RCW 70A.15.4000)

- b. *Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.*

Spokane's goals related to air quality, water quality, urban heat island effect, and wildfire mitigation are all supported by the CTR program. Reducing per capita operational and maintenance costs of roadways for single-occupant vehicles will improve the City's ability to plan and implement multi-modal infrastructure and work with the transit authority to improve transit access.

4. Describe how your CTR program will help achieve regional and state objectives.⁵

- a. *Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.*

City of Spokane Comprehensive Plan Transportation Element Vision:

"Spokane will have a well-maintained multi-modal transportation system that provides safe and efficient mobility for all, supports economic and community vitality, and promotes a healthy, livable community that respects property and the environment."

Values:

- *Ensuring mobility and access within the city;*
- *Maintaining the ability to access quickly the outdoors from the city;*
- *Decreasing north-south congestion;*
- *Increasing the variety and public awareness of transportation choices;*
- *Developing and maintaining good public transit;*
- *Maintaining roads;*
- *Developing and maintaining pedestrian-oriented neighborhoods; and*
- *Developing convenient access to the downtown area, increasing parking, bus service, light rail, and satellite parking with shuttles, and improving the pedestrian environment.*

Horizon 2045 is the current Metropolitan Transportation Plan (MTP) for the greater Spokane region. Horizon 2045 includes SRTC's Guiding Principles and the Policies associated with the, www.srtc.org/horizon-2045.

Regional Plan Objectives:

- **Economic vitality**
 - prioritize transportation investments by mode that enhance accessibility and connections between city centers, regional centers, attractions, towns, and areas of regional employment
 - support areas of potential economic development
 - support the efficiency for freight movement

⁵ Sources: In their local CTR plans, local jurisdictions shall communicate what local, regional, and state benefits would be gained if the established targets were achieved. Benefits may include but are not limited to:

Regional transportation planning organizations (RTPOs) and WSDOT shall provide applicable data, if available, to assist this analysis. (WAC 468-63-030(3)(c))

The plan shall also discuss cross-boundary issues, such as passthrough commute patterns or larger regional issues, and how these affect the local CTR plan. (WAC 468-63-040(2)(a))

- **Cooperation and leadership**
 - Provide leadership by facilitating coordinate , cooperative and comprehensive transportation planning
 - incorporate public p processes in significant planning efforts
 - promote regional transportation interests, plans and projects to federal, state and local public and private entities
 - coordinate transportation relevant data for shared use among regional stakeholders
 - strengthen avenues of involvement for all people including those considered underserved regardless of race, national origin or income in the decision-making process.
- **Stewardship**
 - Ensure transportation decisions minimize impacts to natural resources and conserve non- renewable resources.
 - Make investments that maximize transportation benefits and support federal, state and local goals and maintain a federally compliant TIP.
 - Ensure plans provide for the responsible use of public and private funds while demonstrating financial constraint.
 - Encourage evaluating shared-use of infrastructure for stakeholders and all transportation users.
 - Use performance measures to evaluate how policies and investments support key transportation objectives.
- **System Operations, Maintenance, and Preservation**
 - Develop cost-effective strategies; pursue alternative funding sources and mechanisms.
 - During winter weather conditions, ensure that snow and ice removal and snow storage is regularly maintained and designed for roadways and sidewalks to improve user safety and mobility and to keep the transportation system operational.
- **Safety & Security**
 - Support improvements to roadway safety deficiencies in order to reduce crashes within all modes of transportation.
 - Protect critical infrastructure from natural and human threats.
 - Promote safety through supporting education, outreach and enforcement of rules of the road for all modes that use the roadways.
 - Support transportation infrastructure and operational strategies for emergency response.
- **Quality of Life**
 - Incorporate complete streets policies into transportation planning that enhance and expand bike, walk and transit networks and their connectivity.
 - Improve access and the quality of access to transit for all people including those considered underserved, regardless of race, age, national origin, income or ability.
 - Implement transit that improves frequency, span and reliability of transit services with a variety of service levels and transit modalities within the region.
 - Support health-promoting transportation options for users of all abilities to increase opportunities for physical activity while improving demand-management strategies to reduce Single Occupant Vehicle (SOV) trips.

- Support transportation projects that protect culture, value and unique characteristics of communities and contributes to a sense of place.

State CTR Plan Draft Objectives:

- Improve delivery of CTR Programs
- Expand CTR market to address equity
- Produce more useful transportation behavior data
- Expand investment and service to advance equity and environmental justice
- Respond to shifting mobility patterns
- Reduce greenhouse gas emissions

Summary of Benefits:

- **Improve delivery of CTR programs:**
 - The City's Bicycle Master Plan and Pedestrian Master Plan includes goals to create a fully connected network of bike routes that are accessible to all confidence levels, and improving neighborhood connectivity. Both highlight the need to increase the utilization of active transportation to improve social, health, and economic outcomes.
 - The six-year street capital improvement program also ensures that the network is maintained and safe for all road users.
 - The region's MTP includes an emphasis on building out the active transportation network. The bicycle priority network helps elucidate gaps in the active transportation network at the neighborhood and community level. The bicycle priority network also includes recommendations for facility improvements and future connections that will make it easier for people around the region to connect to their key destinations – including schools and jobs – using active transportation.
 - The MTP also includes an emphasis on supporting transit development, which will make commuting by bus more feasible and accessible to people throughout STA's service area.
 - Both of these emphases support increased funding for multi-modal transportation solutions – and have potential to make CTR targets more productive and easier to deliver.
- **Reduce greenhouse gas emissions; improve air and water quality:**
 - The City's Sustainability Action Plan includes a goal of reducing GHG emissions 95% by 2050 and improving air and water quality.
 - The City, region, and state all have key goals related to greenhouse gas emissions, as well as air and water quality at large. Every commute trip avoided or shifted from drive-alone to an alternative, more efficient commute mode reduces the environmental impacts of commuting.
- **Reduce household transportation costs:**
 - Reduce household transportation costs by encouraging people to use and feel comfortable using transportation options. The CTR Program also helps increase awareness of alternative commuting options and provides direct incentives to commuters who choose not to drive alone. Enhancing multi-modal transportation

options can improve connections between residences and jobs while decreasing reliance on vehicle ownership. Relatedly, improving access and connection to multi-modal transportation options has potential to strengthen the region's economy.

- **Improve movement of people and goods; reduce congestion:**

- In its aim to reduce drive alone trips, the CTR program is reducing peak hour traffic congestion. When more people utilize alternative commute modes, the region is able to achieve more people miles traveled per vehicle miles traveled – which aligns with state and regional objectives.
- The transit authority's implementation of BRT and the City's policies for TOD and residential density will reduce the need for extended trips across the city - removing excessively long trips to access goods and services and reducing congestion.

- **Foster innovation and interagency collaboration:**

- The CTR program's requirements to consider state, regional, and adjacent community goals naturally foster region wide collaboration between participating agencies, transit (STA) and local community partners. This interagency collaboration encourages seamless provision of services across jurisdictional boundaries and provides for a more integrated and robust multimodal transportation system that better meets the travel needs of all citizens.
- Furthermore, the CTR program encourages local agencies to pursue innovation in land use and multi-modal design for transportation infrastructure. The City has been able to make key changes such as developing TOD policies, allowing middle housing throughout the city, and reducing barriers to locate services near neighborhoods.
- The CTR program encourages outreach and engagement – with worksites, with the general public, and specifically with overburdened and historically excluded communities. The insights gained through this outreach and engagement increase local and region wide understanding of shifting mobility patterns.

- **Advance equity:**

- The City takes into consideration equity in most of its planning efforts including planning related to transportation, housing, and economic development. Several programs and grant applications are based on improving conditions in some of the city's most disadvantaged census tracts.
- At the regional level, equity is under consideration for inclusion as one of SRTC's Guiding Principles, and a list of organizational recommendations related to equity is included in SRTC's Equity Planning Framework. CTR-related outreach and engagement with low income, overburdened, and historically excluded communities in the greater Spokane region improves agencies' understanding of public needs and interests and provides for more well-informed implementation of multi-modal transportation options around the entire region.

- **Improve public health:**

- By encouraging more people to utilize the active transportation network – both to commute and to access transit facilities – the CTR program encourages incremental changes that help push people towards healthier lifestyles.
- The CTR program also provides synergy with other important educational opportunities led by this region's implementer, Commute Smart Northwest, such as

the Spokane Bike Swap. Taken together, these have potential to improve awareness and safety for users of alternative commute modes.

b. List adjacent CTR-affected cities and counties.

Spokane County, City of Spokane Valley, City of Liberty Lake, City of Airway Heights, City of Cheney, City of Medical Lake

c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.

- **Consistency and Ease of Travel:** Several of the jurisdictions in the Spokane region lie along the I-90 corridor which bisects the region. As tightly connected as this makes the urban development along that corridor, street design standards are not always the same as you leave one jurisdiction and enter another.
- **Transit Connectivity:** The region has a robust network of transit options through Spokane Transit Authority. However, the West Plains area has seen tremendous growth in recent years and is now in need of more connectivity to the region's broader transportation network. The West Plains is currently serviced by the West Plains Transit Center, but that facility is difficult to reach for many who live on the West side. Greater access to transit options would be beneficial on the West Plains.
- **Network Redundancy:** The Spokane region is heavily influenced by the presence of I-90. The viability of parallel routes such as Trent Ave. and Sprague Ave. to carry local trips is important to maintain a fair level of service and relieve traffic pressure on the interstate during peak hours. When there are accidents or backups on I-90, the region is reliant on alternative routes to divert traffic and keep the flow of people and goods moving.
- **Sprawl:** Urban sprawl has become an increasing concern in our city, with the pattern of growth in the past five years putting more pressure on communities to connect distal residential areas with the central business district. The City has made improvements in the last few years to reduce this impact by allowing infill development and continuous improvement of its active transportation network.
- **Safety:** The region has seen an increase in the number of fatal or serious injury (FSI) crashes in the past several years. The upward trend in FSI crashes has been especially alarming since the onset of the COVID-19 pandemic. The increase in fatalities and serious injuries to active transportation users has been especially notable. The City adopted a Vision Zero goal, consistent with the State's goal, to encourage further action for improving safety conditions in the right of way.
- **Active Transportation:** The region's transportation system must be accessible to all users, including those who cannot or choose not to drive. Accessible active transportation requires facilities that are safe for all and low stress for a wide range of users. The City is continuously improving its active transportation network and should continue to do so by implementing its bicycle priority network. The City will continue to identify and remedy network gaps for people walking and biking while providing needed maintenance on existing facilities. Active transportation facilities should be properly cared for during the winter, and older bike lanes need to be re-striped. Some facilities may require improved crossings and protection from vehicle traffic.

- **Historic Inequities:** Like communities across the country, Spokane has a history of inequality with regard to transportation. Low-income communities and communities of color have been disproportionately burdened by transportation network impacts. To address inequities, investments should be made in these areas to improve safety, connectivity, and quality of life. Improved transit access and active transportation options also carry potential to improve economic vitality by connecting more people to needed jobs and services.
- **Environmental Resilience:** The Spokane region experiences a wide variation in weather and temperatures. Additionally, climate change is affecting the area and measures should be taken to ensure that the transportation system is resilient to its effects. Events such as blizzards, major rainfall, drought, wildfires, and extreme temperatures are just a few of the hazards that we should be prepared for as a region.

d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.

- **Regionwide Collaboration:** A goal for the region is to ensure that the transition between jurisdictions on the transportation system is seamless and apply a more uniform approach to street design across member jurisdictions, especially with items such as traffic signals (and their timings) and active transportation facilities. Local agencies may explore the feasibility of joint planning agreements, cross-boundary projects and shared grant opportunities to promote this consistency and seamless connection between jurisdictions. Local and regional agencies should also continue to collaborate to improve data quality and project competitiveness when applying for state and federal resources.
- **Transit Connectivity:** Greater access to transit options would be beneficial across the urban periphery, such as on the West Plains. Division BRT promises to increase transit access and decrease bus travel times between the central business district and the north side; the CityLine has been a great addition for providing quick travel from east to west through the central business district. Additional high performance transit routes are being developed throughout the region.
- **Network Redundancy:** The need to relieve stress on the region's highway system places an onus on the quality and viability of parallel routes. Projects that expand or improve parallel options to I-90 and US-2 – such as the West Plains Connection traversing the jurisdictional boundary between Airway Heights and the City of Spokane – are needed for congestion relief and to ensure effective delivery of emergency services. Additionally, much of our urbanized area is situated along the Spokane River and its tributaries. Our bridges are an integral part of our transportation network. It is important that we continue to maintain a regional bridge inventory to keep track of our vital crossings and overpasses.
- **Sprawl:** Minimizing sprawl while the community grows is key to avoid adverse impacts to air quality and VMT per capita. The City is implementing infill and TOD policies to help reduce the pressure on residential development on the periphery. Spokane's Building Opportunity and Choices for All ordinance is one example of community action that supports growth, builds affordable and middle housing, while minimizing sprawl.
- **Safety:** In an effort to move towards the state's goal of Target Zero, safety on the roadways for all modal users regionwide must be addressed. In addition to implementing the City's

safety action plan, City of Spokane should consider the strategies and actions detailed in SRTC's Regional Safety Action Plan, such as active transportation safety improvements, prioritizing increased enforcement at top crash locations, and installing FHWA proven countermeasures on the region's high injury network (HIN). Additionally, the City will continue its safe routes to school, traffic calming, and other programs.

- **Historic Inequities:** To address historical inequities, it is important to make investments in lower income and overburdened communities. At the regional level, equity planning has become a key part of SRTC's work, and the forthcoming inclusion of equity as one of the agency's Guiding Principles promises to help shed more light on our transportation system through the equity lens. Equity is already increasingly integrated with the region's transportation planning processes, and project applications are evaluated for potential equity impacts when submitted for inclusion in the Unified List of Regional Transportation Priorities. Additionally, the City integrates equity considerations into its planning and implementation projects and is a main consideration in the bicycle priority network.
- **Active Transportation:** Active transportation continues to be an area of improvement as the greater Spokane area has continued to grow and expand over the last several decades. Regional investments and policy decisions should continue to prioritize addressing modal conflicts and active transportation gaps. SRTC's bicycle Level of Traffic Stress (LTS) analysis has been important in helping identify gaps in low stress active transportation routes and areas of need for active transportation users. The region promotes complete streets policies and prioritizes funding to projects which account for active transportation users where possible. This is done through the region's various competitive funding programs such as the Unified List of Regional Transportation Priorities and the Call for Projects. SRTC also supports multimodal crossings, such as pedestrian bridges, which provide critical connectivity across barriers for non-drivers. Additionally, the Regional Safety Action Plan has specifically identified high-risk areas for pedestrians and non-drivers.
- **Air Quality:** The Spokane region continues to prioritize clean air through our work. Through the region's MTP and other planning efforts, SRTC has developed strategies to address air quality and congestion. Those strategies include screening at the TIP level for air quality impacts; use of TSMO and ITS infrastructure; TDM programs such as CTR; as well as safe and accessible transit access and active transportation connectivity. As indicated in question 4c, the region should continue to implement strategies to lower emissions and reduce VMT per capita in order to continue to improve air quality and stay out of maintenance in the future.
- **Funding for Maintenance, Preservation, and Operations:** The future of funding is a concern for the region – as it is for the entire state. Government bodies around the state must adapt to the forecasted decline in gas tax revenues, while at the same time addressing a greater-than-ever need to apply resources to the maintenance, preservation, and operation of our existing transportation system. For this reason, investments in infrastructure must be made with ample consideration of future costs. In the future, the region may explore revenue-building options such as the implementation of a transportation improvement district. Investment in active transportation facilities such as shared use paths is also a cost-effective way of increasing the transportation network's capacity to carry trips while managing travel demand for vehicles.
- **Environmental Resilience:** Environmental resiliency is an increasingly important subject as the impacts of climate change have begun to be felt in our region. Planning professionals

from around the region are dedicating resources to ensure that new projects do not worsen air quality, and that project implementation is done in an environmentally responsible manner. At the regional scale, priority transportation projects are evaluated and scored for their potential impacts on air quality. The City is currently working on incorporating a climate change resiliency and mitigation element into its Comprehensive Plan for the 2026 Periodic Update and will be working with SRTC and adjacent jurisdictions to evaluate opportunities to collaborate and mitigate risks associated with climate change such as wildfire, drought, and extreme weather events.

Performance targets

5. List your jurisdiction's CTR performance target(s).⁶

- a. *List performance targets that reflect only CTR-affected worksites.*

Spokane selected Option 3 – Weighted average DAR (drive alone rate) of a locally specific percent for CTR-Affected worksites at the jurisdiction level. Spokane's performance target is a 6% reduction in the DAR from the 2024 CTR survey baseline. This performance target was approved through the TDM Technical Committee on September 5, 2024

- b. *List any additional performance targets.*

Spokane is not using any other performance targets.

6. List the base value you'll use for each performance target.⁷

- a. *For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance.*

All worksites in Spokane conducted their CTR survey in the spring of 2024 and the results of the survey will be used as their baseline. Collectively amongst the worksites, the DAR for Spokane is 62.6%. Commute Smart Northwest has established performance targets for each worksite based on their 2024 CTR baseline survey results. The established performance targets for worksites will roll up resulting in a 6% reduction in the DAR for Spokane bringing the DAR down to 58.8% if achieved by all worksites. The following is the worksite performance target metric that will be used when worksites survey in 2026.

Worksite DAR Performance Target Metric

Worksite DAR Baseline	Performance Target Reduction
0 - 20%	1%
21 - 39%	3%
40 - 59%	4%
60 - 64%	5%
65 - 68%	6%
69 - 72%	7%
73 - 77%	8%
78 - 84%	9%
85 - 100%	10%

Performance targets will be evaluated and may potentially change after reviewing the CTR Survey results in 2026.

7. Describe the method you used to determine the base value for each target.

- a. Provide the source for each base value listed.

⁶ Source: The plan shall establish the jurisdiction's CTR goals and targets. (WAC 468-63-040(2)(b))

⁷ Source: The plan's measurement methodology shall be consistent with the measurement guidelines established by WSDOT and posted on the agency's website. (WAC 468-63-040(2)(c))

All worksites in Spokane conducted their CTR survey in the spring of 2024 and the results will be used as their baseline.

8. Describe how you'll measure progress toward each target.

a. List the method you'll use to measure progress for each target.

All worksites affected by the CTR Law will conduct their CTR survey in 2026 and again in 2028 to measure the progress they've made from their 2024 baseline survey results.

9. List your jurisdiction's CTR-affected worksites.⁸

⁸ Source: *The plan shall also identify the major employer worksites, including affected state agency locations, within the jurisdiction's affected urban growth area and any major employment installations. (WAC 468-63-040(2)(e))*

a. *List all your CTR-affected sites.*

AgWest Farm Credit

Avista

Bank of America

Banner Bank

City of Spokane - Central Service Center

City of Spokane - City Hall

City of Spokane - Public Safety

City of Spokane - Water Department

Clearwater Paper Corporation

Coffman Engineers

Community Health Association of Spokane

Davenport Hotels

Engie Impact

Frontier Behavioral Health

Gonzaga University

Goodwill Industries

Guardian Life Insurance Company

Inland Imaging Business Associates

Jubilant HollisterStier LLC

Kaiser Permanente Corporate

Kaiser Permanente Riverfront

K-L Manufacturing

Mann-Grandstaff VA Medical Center

Molina Healthcare of WA

Moss Adams LLP

Multicare Deaconess Hospital

Multicare Rockwood Clinic

Northwest Orthopaedic Specialists, P.S.

PAML - NRL

Pearson Packaging Systems

Premiera Blue Cross

Providence Holy Family Hospital

Providence Sacred Heart Medical Center

Providence St. Luke's Rehab Medical Center

Scafco Corp.

Shriners Hospitals for Children - Spokane

Spokane Community College

Spokane County

Spokane Falls Community College

Spokane Public Schools

Spokane Regional Health District

Spokane Transit Authority

Travelers Insurance

Umpqua Bank

Vitalant

WA State Dept. of Ecology

WA State Dept. of L & I*

WA State Gambling Commission*

WA State DOT - Eastern Region

WA State DSHS - APS*

WA State DSHS - HCS*

WA State DSHS - DCS

Washington Trust Bank

Wendle Motors, Inc.

WSU Health Sciences

* Co-located worksites - state agencies located in same building with under 100 employees, combined count as 1 affected worksite

10. List a performance target for each CTR-affected worksite.⁹

- a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.*

Commute Smart Northwest will establish worksite performance targets during the 2023-2025 survey cycle.

11. List the base value you'll use for each site.

- a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.*

All worksites in Spokane conducted their CTR survey in the spring of 2024. The results from the 2024 CTR Surveys will be used as their baseline.

⁹ Source: *The plan shall describe the base year values and numerical targets for each major employer worksite required to participate in the CTR program. (WAC 468-63-040(2)(b))*

Services and strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.¹⁰

Commute Smart Northwest (CSNW), a division of Spokane County Public Works will administer the requirements of the CTR Efficiency Act for the City of Spokane through an intergovernmental agreement according to their local CTR Plans and Ordinances.

CSNW will develop and implement a set of strategies that will help CTR worksites achieve their goals and performance targets for increasing the use of commute options while reducing vehicle miles traveled and greenhouse gas emissions including, but aren't limited to:

- Identify prospective worksites and notify them of legally required activities.
- Verify and maintain a list of worksites and ETCs.
- Conduct required ETC Training twice a year for newly appointed ETCs.
- Provide outreach, consultation and technical assistance for worksite commute programs and employee surveys.
- Encourage ETCs to attend the Washington State Ridesharing Organization conference and other educational events.
- Host recognition and networking events.
- Send encouragement and reminder emails.
- Work collaboratively with Spokane Transit to provide updates and feedback to CTR employers on all STA projects and service improvements.
- Work collaboratively to provide updates and feedback to CTR employers on all projects and improvements that impact and encourage walking, bicycling and transit use within the City of Spokane and surrounding area.
- Develop and implement promotional campaigns that will encourage the use of commute alternatives.
- Collaborate with local agencies and organizations to enhance and improve CTR promotional efforts, media coverage, CTR events and joint projects to ensure maximum leverage and exposure.
- Provide promotional materials to promote and encourage transportation options.
- Administer Guaranteed Ride Home program for state agencies.
- Provide education about transit and Public Rideshare programs, incentives, and subsidies.
- Provide information to encourage employers to offer improved commute benefits.
- Provide training and technical assistance to employers conducting their CTR surveys every two years and as needed.

13. Describe how jurisdiction services and strategies will support CTR-affected employers.¹¹

- Identifying affected worksites will grow the program and encourage more employees to use commute options.

¹⁰ Source: The plan shall describe what local services and strategies will be implemented to achieve the plan's goals and targets, and how these services and strategies will support the CTR programs of major employers. Strategies may include, but are not limited to: (i) Modifications of local policies and regulations, including the transportation concurrency system, street design standards, parking, and zoning; (ii) Investments in services and facilities, including transit services, nonmotorized facilities and amenities; and (RCW 70.94.527(5))(iii) Marketing and incentives. Transit agencies shall work with counties, cities and towns as a part of their six-year transit development plan established in RCW 35.58.2795 to take into account the location of major employer worksites when planning and prioritizing transit service changes or the expansion of public transportation services, including rideshare services. (WAC 468-63-040(2)(d))

¹¹ Source: The plan shall describe ...how these services and strategies will support the CTR programs of major employers. (WAC 468-63-040(2)(d))

- CSNW will be conducting a comprehensive ETC Orientation class twice a year for newly affected ETCs, support ETCs, and/or for seasoned ETCs that want a refresher course. The orientation class gives newly appointed ETCs a foundation to successfully market and promote their CTR Program.
- CSNW meets annually or as needed with CTR employers to review and discuss their CTR program, review CTR survey results, review employer annual reports, strategize improvements to help employers achieve their CTR targets and goals. Require employers to make program improvements and modifications as needed based on survey results.
- Continually educating ETCs is key to keeping them engaged and motivated to make their program a success.
- CSNW hosts quarterly ETC networking opportunities to update ETCs on promotions, CTR happenings, transportation related updates, STA and STA Rideshare updates, CTR events and provides ETCs an opportunity to network and learn what other ETCs are doing at their worksites.
- To increase engagement and participation amongst CTR worksites, CSNW implements a recognition program called Commute Smart Champions. Throughout the year, Employee Transportation Coordinators (ETCs) earn points in three different categories including Performance, Programming and Engagement. Performance points are earned through their CTR Survey results, Programming points are earned through CTR program elements at their worksite including subsidies, bike/walk facilities, offering teleworking/compressed work schedules, CTR Budget, guaranteed ride home, having a CTR committee, etc. and Engagement points are earned through ETC longevity, holding CTR/Rideshare events, attending ETC Networking events, and submitting Champion nominations. Employers can earn a Platinum, Gold, Silver or Bronze Employer Champion Award and will be recognized at the annual Commute Smart Champions gala event in front of elected officials, worksite executives, program managers, peers, partnering agencies and stakeholders. This program spurs competition, provides recognition, and motivates ETCs to continually improve their CTR programs.
- CSNW develops monthly or quarterly promotions with incentives to help ETCs promote and encourage their employees to use commute options. Posters, prize flyers, pre-written messages, graphics and more are provided to ETCs to market the promotions.
- CSNW partners with various agencies to provide different messaging to our promotions and outreach efforts. Agencies include, but not limited to, are Spokane Regional Clean Air Agency, Spokane Transit/Spokane Transit Rideshare, Bike to Work Everywhere, Spokane Bike Swap, etc.
- CTR employers will receive promotional materials to post on their commuting option boards to be used specifically for promoting and encouraging transportation options. Each board displays the Employee Transportation Coordinator's (ETCs) name and contact information.
- State agencies are provided a Guaranteed Ride Home program at no cost. One of the biggest barriers for employees to use a commute option is if they have an emergency and don't have a ride home because they used a commute option. This program provides the ride home and eliminates the barrier. CSNW maintains all records and bills/reports to the state.
- Frequently CSNW partners with Spokane Transit and Spokane Transit Rideshare to help promote and educate ETCs on programs, incentives and subsidies they offer. This on-going partnership helps to inform ETCs of their options and encourages ETCs to participate and grow their CTR program.
- CTR Surveys are conducted every two-years. The data collected is a reflection on how the worksite is making steps towards achieving their CTR performance goals.

14. Describe barriers your jurisdiction must address to achieve CTR targets.¹²

a. Describe how you'll address these barriers.

Incomplete active transportation network and amenities: Many of the CTR affected worksites outside of the central business district have a lack of facilities for people walking, biking, and rolling.

How we're addressing this barrier: The City has recently implemented new municipal code requiring bicycle parking for new construction. Additionally, businesses can complete a bike rack request form to be considered for future bike rack installation efforts.

The City is also continuously improving its bicycle and pedestrian network by implementing new bike lanes, sidewalks, shared use paths, and amenities to make those network elements accessible.

Vehicle centric culture: Through the community survey and other public engagement events it is often said that the City is a car culture and that other modes of transportation do not work here.

How we're addressing this barrier: Education is the best tool that we have to address the stigma surrounding alternative transportation options. Teaching people that it's easy to replace a short trip with walking or biking, or that commuting by bus is a cheap and easy alternative to finding parking in the central business district is often the best method for catalyzing change.

Capital and operational funding shortfalls: The City is chronically underfunded to maintain the streets at levels that the community would like to see.

How we're addressing this barrier: The streets department is always looking for new and innovative ways to improve their street maintenance operations to preserve and expand the life of asphalt including grind & overlays, crack sealing, fog sealing, and chip sealing. Additionally, with the City's complete street ordinance and CTR program we can incentivize people to take alternative modes of transportation including carpooling, biking, walking, and taking transit to reduce the number of vehicle trips on the roadways.

15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.

CommuteFinderNW.com is a free on-line commute alternative matching service powered by Spokane Transit in coordination with Commute Smart Northwest. It provides employees with immediate results of others who are interested in carpooling, joining an STA Rideshare (formerly vanpool), and if there's not a match they can get bus route and park and ride information. ETCs can manage their worksite information and can download employee commute info to see if carpools or STA Rideshares can be formed with their employees.

GIS Maps, mapping where employees live with a dot on a map, are provided free of charge to worksites and can help ETCs see approximately where employees live to help assist in forming carpools and STA Rideshares. It also shows a 1-mile, 3-mile and 5-mile radius where employees live from the worksite. This

¹² Source: The plan shall evaluate the existing barriers to the success of the CTR program and identify how the jurisdiction and its partners can overcome these barriers. (WAC 468-63-040(2)(a))

assists ETCs in encouraging people that live close to the worksite to walk to work and to encourage employees that live 3 to 5-miles from the worksite to bicycle to work.

CommuteSmartNW.org has a plethora of information on commuting and commute options. It has detailed information about our monthly campaigns and prizes given away each month for employees that participate by using a commute option to work. It also houses our commute calendaring platform where employees can sign up and log how they got to work each day and is linked to the ETCs worksite. By logging their participation on their commute calendar, employees are automatically entered into the prize drawings once they reach the days required to participate to be eligible. On the backend, ETCs have the ability to see all of their worksite and employee data. They can see who is participating, what mode they are using and can also pull data/run reports. This provides an ongoing management tool to ETCs for their Commute Smart program.

CTR Survey Tool is provided online by WSDOT and hosts the platform for conducting the bi-annual CTR Surveys. CSNW and ETCs have administrative access and can run reports on CTR Survey results. It also provides a platform for ETCs to submit their employer annual report.

16. Transcribe or link to your local CTR ordinance.¹³

The CTR Ordinance is attached and can also be found on CommuteSmartNW.org with this link, <https://commutesmartnw.org/documents/SPOKANE-COUNTY-ORD-2010.pdf>

¹³ Source: The plan shall describe the requirements for major employers that will be outlined in the local ordinance. (WAC 468-63-040(2)(e))

17. Describe your financial plan.¹⁴

a. Describe the estimated average annual costs of your plan.

The CTR program in the City of Spokane is administered by Spokane County's Commute Smart Northwest office through an inter-local agreement. State funding is allocated and based on the approved state budget and on how many affected worksites are in the City of Spokane.

- State funding for CTR implementation in Spokane County \$325,500
 - Spokane's allocation with 53 affected worksites \$178,627
- 2023 – 2025 and 2025-2027 Regional Mobility Grant \$106,339
 - Commuter Revitalization Project, provides incentives to participants
- 2024 – 2026 CMAQ Grant \$330,641
 - Downtown TDM & CTR Education & Outreach Project

b. Describe likely funding sources, public and private, to implement your plan.

State funding and the Regional Mobility grant are provided through WSDOT. The CMAQ grant is federal funds.

18. Describe your implementation structure.¹⁵

a. Describe who will conduct the activities listed in your plan.

Spokane has contracted with Spokane County's Commute Smart Northwest Office to implement and administer the city's CTR Plan.

b. Indicate who will monitor progress on your plan. List job title, department, and name.

LeAnn Yamamoto, TDM Manager for Spokane County's Commute Smart Northwest Office will manage and monitor the overall CTR plan.

19. List your implementation schedule.¹⁶

	<i>1st Biennium, July 2025 – June 2027</i>	<i>2nd Biennium, July 2025 – June 2027</i>
<i>Actions</i>	<i>Identify, monitor and manage affected CTR worksites and Employee Transportation Coordinators.</i> <i>Provide required training to newly appointed ETCs twice a year.</i>	<i>Identify, monitor and manage affected CTR worksites and Employee Transportation Coordinators.</i> <i>Provide required training to newly appointed ETCs twice a year.</i>

¹⁴ Source: The plan shall describe the funding revenues from public and private sources that are reasonably expected to be available, as well as the expected costs, to implement the plan and achieve its goals and targets. (WAC 468-63-040(2)(g))

¹⁵ Source: The plan shall describe how the various strategies identified in the CTR plan will be implemented, either by the local jurisdiction, its partners, or its contracting partners... (WAC 468-63-040(2)(h))

¹⁶ Source: The plan shall describe ...when the elements of the plan are expected to be implemented. (WAC 468-63-040(2)(h))

	<p><i>Review employer annual reports and provide feedback for program improvements as needed.</i></p> <p><i>Provide training and technical assistance to worksites for conducting their CTR Survey every two years.</i></p> <p><i>Provide ETC networking events.</i></p> <p><i>Develop and implement promotional campaigns that will encourage the use of commute options.</i></p> <p><i>Administer Guaranteed Ride Home program for state agencies.</i></p> <p><i>Manage and facility Commute Smart Champions recognition program.</i></p> <p><i>Conduct financial and program management.</i></p> <p><i>Collaborate with stakeholders to enhance and strengthen TDM strategies and CTR program.</i></p>	<p><i>Review employer annual reports and provide feedback for program improvements as needed.</i></p> <p><i>Provide training and technical assistance to worksites for conducting their CTR Survey every two years.</i></p> <p><i>Provide ETC networking events.</i></p> <p><i>Develop and implement promotional campaigns that will encourage the use of commute options.</i></p> <p><i>Administer Guaranteed Ride Home program for state agencies.</i></p> <p><i>Manage and facility Commute Smart Champions recognition program.</i></p> <p><i>Conduct financial and program management.</i></p> <p><i>Collaborate with stakeholders to enhance and strengthen TDM strategies and CTR program.</i></p> <p><i>Facilitate development activities for 2029-2033 CTR Plans.</i></p>
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20. Describe the CTR plan for jurisdiction employees.¹⁷

- a. *Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.*

Cory Kittrell is the employee transportation coordinator for the City in its role as a CTR-affected worksite. Cory administers program elements including:

- Publicizing promotional challenges and campaigns
 - distributes rewards and information for these campaigns
- Managing information distribution including emails and flyers
- Manages the CommuteSmartNW data for the City
- Administers and reports CTR surveys

¹⁷ Source: The plan shall also describe the program that the local jurisdiction will offer to its employees. (WAC 468-63-040(2)(e))

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.¹⁸

a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?

By being a CTR-affected worksite the City can lead the way in developing incentive programs to its employees and showing the community its dedication to utilizing alternative modes of transportation. It can also act as a test site to show other employers what works well and what doesn't. Additionally, because the City is also dedicated to implementing code regulations related to bicycling (such as the implementation of bike racks and lockers) the City is able to lead by example for retrofitting facilities that incentivize people to reduce drive alone rates.

¹⁸ Source: The plan shall also describe the program that the local jurisdiction will offer to its employees and how this contributes to the success of the overall plan. (WAC 468-63-040(2)(e))

Alignment with plans

22. List the transit agencies that provide service in your jurisdiction.

Spokane Transit Authority

23. List the transit plans you reviewed while developing this plan.

- 2025-2030 Transit development plan
- Connect 2035

24. Describe how this CTR plan supports the transit plans.

Engagement: The CTR plan and the community survey conducted by SRTC allows the transit authority to utilize community feedback in the development of their long range and development plans.

BRT: The City is able to utilize both the CTR plan and the transit plans to support dense development through TOD policies that reduce sprawl and improve access to goods and services. Dense land use policies also improve the customer base for the transit authority.

Marketing: Outreach for the CTR Plan and reducing drive along rates at employers increases consumer visibility for the transit agency and makes the customer aware of various incentive programs.

25. Describe any comprehensive plan updates that are needed and when they will be made.¹⁹

The next periodic update to the Comprehensive Plan is due in June 2026. This will likely be a wholesale review and revision to the currently adopted Comprehensive Plan, including a new environmental impact statement which will consider transportation impacts and mitigations.

¹⁹ Source: The local jurisdiction shall review the local comprehensive plan to ensure that it is consistent with the local CTR plan. If the local jurisdiction determines that the local comprehensive plan needs to be updated or amended to be consistent with the local CTR plan, the local jurisdiction shall identify in the local CTR plan what changes may be needed and when the changes will be made. (WAC 468-63-040(1)(c))

Engagement

26. Describe stakeholder engagement.²⁰

a. Who did you talk to?

- SRTC led a comprehensive outreach campaign for CTR, incorporating fliers, a virtual open house, and inter-agency coordination to avoid survey fatigue. By utilizing a shared Google Drive, jurisdictions collaborated on engagement opportunities, leading to successful joint events. Fliers were posted at six community centers, and SRTC participated in numerous events where CTR outreach was emphasized. A region-wide survey was launched to gather feedback on commuting needs, which resulted in 246 responses, with most respondents living or working in the City of Spokane.
- The survey demonstrated broad geographic participation, with responses from 29 zip codes across Spokane County and three from Idaho. Additionally, SRTC and Commute Smart Northwest presented to Spokane's Community Assembly PeTT Committee and shared information with various advisory committees and the SRTC Board. This region-wide engagement provided valuable insights into the diverse commuting preferences and needs across the area.

b. When did you talk to them?

- SRTC, along with Commute Smart Northwest, began designing regionwide CTR outreach materials in March. The outreach campaign started on March 28th at an STA Open House event in Airway Heights and ran through September 10th at 4pm when the survey stopped accepting responses. The public was engaged in person at least once per month during that period, and social media posts were shared by multiple agencies throughout the process.
- A full list of public events and engagement opportunities (with dates) is included in the table below.

Agency Performing CTR Outreach	Date	Event Type
SRTC	3/28/2024	Public Event: STA Open House - Airway Heights Library
SRTC	4/9/2024	Public Event: STA Open House - STA Plaza

²⁰ Sources: The plan shall be developed in consultation with local transit agencies, the applicable regional transportation planning organization, major employers, and other interested parties. (RCW 70A.15.4020(4))

The local jurisdiction shall invite, as appropriate, representatives of major employers, local transit agencies, the applicable RTPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, tribal governments, and residents, employees and businesses that will be affected by the CTR plan to participate in the development of the local CTR plan.

The state intends for the invited partners to work collaboratively with the local jurisdiction by providing data and plans and discussing opportunities, including new and reprioritized investments and policy changes, to reduce drive-alone commute trips in the jurisdiction and increase transportation access to affected major employer worksites. (WAC 468-63-040(1)(b)(i))

The plan shall include documentation from the local jurisdiction that verifies consultation with employers, transit agencies and others to develop the plan. (WAC 468-63-040(2)(f))

SRTC	4/20/2024	Public Event: Spokane Bike Swap
SRTC	5/11/2024	Public Event: Asian Native Hawaiian Pacific Islander Heritage Festival at Riverfront Park
CSNW	5/17/2024	University and College Student Outreach
SRTC	6/1/2024	Public Event: Felts Field Neighbor Day
SRTC	6/10/2024	Public Event: Spokane Transit Authority Transit Development Plan Open House
SRTC	6/15/2024	Public Event: Juneteenth Celebration
City of Spokane, SRTC	6/18/2024	Summer Parkways
SRTC	6/19/2024	Flyer Distribution: Spokane Public Libraries
SRTC	6/19/2024	Flyer Distribution
SRTC	6/22/2024	Liberty Lake Farmers Market
CSNW	6/25/2024	Presentation to Neighborhood Community Assembly - City of Spokane
SRTC	7/15/2024	APA Washington Inland Empire Section email blast
SRTC	7/15/2024	Flyer Distribution
City of Spokane, SRTC	8/17/2024	Unity in the Community
SRTC, CSNW	8/21/2024	CTR Virtual Open House
Airway Heights	8/23/2024	HOA BBQ
Airway Heights	8/24/2024	Airway Heights Day
SRTC, CSNW, City of Spokane	8/31/2024	El Mercadito
Medical Lake	Various dates	Medical Lake Farmers Market
Spokane Valley	July	Newsletter
STA	July-August	STA communications team sharing via social media campaign + creating little videos at plaza to showcase CTR
SRTC, CSNW	8/8/2024	STA Plaza Kiosk
SRTC	8/6/2024	Email blast to neighborhood councils, community orgs., and other stakeholders
Liberty Lake	8/21/2024	Facebook Post - City of Liberty Lake Account
Liberty Lake	8/24/2024	Liberty Lake farmer's market
Liberty Lake	9/1/2024	The Splash Community Newspaper
Cheney	08/31/2024	Parks & Rec Facebook page, City website, and newsletter for September

- In addition to the above listed public events and engagement opportunities, a series of social media posts were made by SRTC and its partner agencies. A list of social media posts and their contents is included in the table below.

Agency Posting CTR Outreach	Date	Platform	Content Posted
SRTC	5/29/2024	NextDoor	CTR general information and survey link
SRTC	5/30/2024	Facebook	CTR general information and survey link
SRTC	5/30/2024	X	CTR general information and survey link
SRTC	5/30/2024	LinkedIn	CTR general information and survey link
SRTC	5/30/2024	Instagram	CTR general information and survey link
City of Spokane	7/11/2024	Constant Contact Monthly Housing Newsletter	CTR general information and survey link
SRTC	7/3/2024	X	CTR general information and survey link, including Spanish language.
SRTC	7/3/2024	LinkedIn	CTR general information and survey link, including Spanish language.
SRTC	7/3/2024	Instagram	CTR general information and survey link, including Spanish language.
SRTC	7/3/2024	Facebook	CTR general information and survey link, including Spanish language.
SRTC	7/2/2024	NextDoor	CTR general information and survey link, including Spanish language.
SRTC	7/18/2024	X	Outreach & promotion for CTR Virtual Open House
SRTC	7/18/2024	LinkedIn	Outreach & promotion for CTR Virtual Open House

SRTC	7/18/2024	Instagram	Outreach & promotion for CTR Virtual Open House
SRTC	7/18/2024	Facebook	Outreach & promotion for CTR Virtual Open House
SRTC	7/18/2024	NextDoor	Outreach & promotion for CTR Virtual Open House
Spokane Journal of Business	7/23/2024	Morning Edition for Tuesday, July 23 (mailchi.mp)	CTR Survey
SRTC	7/24/2024	Facebook	CTR Survey, reminder to participate
SRTC	7/24/2024	LinkedIn	CTR Survey, reminder to participate
SRTC	7/24/2024	X	CTR Survey, reminder to participate
City of Spokane	8/5/2024	Facebook, X	Shared SRTC's posts from July 18th on all social platforms
Liberty Lake	8/21/2024	Facebook	CTR Survey, reminder to participate
SRTC	8/21/2024	Facebook	CTR Virtual Open House reminder
SRTC	8/21/2024	X	CTR Virtual Open House Reminder
SRTC	8/21/2024	LinkedIn	CTR Virtual Open House Reminder
Cheney	8/22/2024	Parks and Rec. Facebook	CTR Survey, reminder to participate

c. What did they have to say?

- The regional survey had a list of eight required questions and the results are summarized below:
 - Public feedback from the CTR survey shows that driving alone is the most common commuting choice, with approximately half of respondents opting for this mode during traditional workdays (Monday to Friday). Transit and teleworking were the second and third most popular choices. On weekends, while fewer respondents work, driving alone remains the top option, followed by transit and walking.
 - Most survey participants work full-time (78.05%) and follow a traditional five-day, 8-hour work schedule (65.85%). When asked why they use alternative commuting

options, 19.60% cited environmental and community benefits, and 18.70% mentioned saving money.

- Barriers to using alternative commute options include the inconvenience or time-consuming nature of public transit (16.93%) and the preference for the convenience of having a car (14.49%).
- Public comments provided additional insights into personal commuting experiences, and the complete data set, including all options and comments, is available upon request.
- As part of the region wide survey, we also received 107 public comments. The common content and themes are discussed below:
 - The community survey responses reveal several key themes about commuting preferences and concerns. Many respondents expressed frustration with public transportation, particularly the lack of frequent and direct bus routes. Long wait times, inconvenient schedules, and safety concerns (both on buses and at stops) were common complaints. For those living in rural or suburban areas, access to reliable transit options is limited or nonexistent, leading many to rely on personal vehicles.
 - Biking is seen as a desirable option by some, but safety is a significant barrier. Respondents noted the need for protected bike lanes and better bike infrastructure, especially on busy streets. Some also expressed concerns about theft and inadequate bike parking.
 - Walking is another option, but respondents mentioned challenges with unsafe crosswalks, poorly maintained sidewalks, and lack of shade or protection from the elements, particularly in harsh weather conditions.
 - Overall, there is a clear desire for more frequent, reliable, and safe transportation options, including improvements to biking and walking infrastructure. Some also expressed interest in teleworking and carpooling as alternative commuting solutions.

d. How did what they said influence the plan?

The City of Spokane is developing several plans and implementation programs to address mobility issues and increase public participation. Examples include:

- applying for implementation grants to improve bicycle and pedestrian mobility such as the Safe Streets and Roads for All grant.
- rolling out a new online engagement platform from EngageHQ to streamline communication to ensure that the community has a say in what is being planned.
- addressing roadway condition through the six-year streets capital improvement program and adding additional bicycle facilities where appropriate.
- creating a transportation commission to oversee the planning and implementation of transportation projects.

- The City is also working with the transit authority to improve land use and infrastructure planning around BRT stations to increase safety and provide more access to efficient bus routes.

27. Describe vulnerable populations considered.

- During the SRTC-led multi-agency region wide outreach effort, the following groups and communities were specifically considered:
 - **Racial and Ethnic Minorities:**
 - Of the 549,690 total residents in the county approximately 17.1% of the residents identified as mixed-race, nonwhite, or Hispanic. (American Community Survey 2022 1-Year Estimates)
 - **Low Income:**
 - Poverty can be a barrier to efficient transportation. Approximately 12.3% of the population live below the official poverty level and for those who are ages 18-34 the poverty rate is more significant at 16.8%. The Spokane County population with incomes below the 200% federal poverty level is 27.5%. (ACS 2022 5-year estimates)
 - In 2022, the median household income in Spokane County was \$69,070, significantly lower than the Washington state and national averages of \$91,306 and \$74,755, respectively (2022 ACS 1-Year Estimate).
 - **National Origin and Limited English Proficiency:**
 - For people 5 years and older approximately 7.2% speak a language other than English at home and 2.6% speak English “less than very well.” Other than English, Spanish, Russian, Ukrainian, and Vietnamese are the most prevalent spoken languages.
 - Data from the 2019 American Community Survey indicates more detail:
 - Approximately 3.17% of Spokane County households are Spanish speaking.
 - Of those, approximately 7.5% (or 0.24% of all households) report speaking English “less than very well”.
 - Russian and other Slavic languages are spoken in approximately 1.63% of Spokane County households.
 - Approximately 17.4% of Russian/Slavic speaking households (or 0.28% of all households) report speaking English “less than very well”.
 - An important note on engagement with vulnerable populations:
 - While developing the region-wide public survey for the CTR Plan update in collaboration with local agencies, SRTC set a goal to record respondents’ origins and destinations as part of the survey questions. Because it is invasive to ask for specific locations, and because survey respondents seldom know their local census tracts, ZIP codes were used to record generalized origins and destinations.
 - As a result of this, the below information on engagement with vulnerable communities is based on the census tracts that participate in ZIP codes, as well as the in-person lived experience engaging people (for example, at events) as part of the outreach process.

28. Describe engagement focused on vulnerable populations.

a. Who did you talk to?

- **Low-income communities:** Lower income communities are well distributed throughout the Spokane Region. CTR content was promoted, and public engagement was encouraged, throughout communities that host a high proportion of low-income residents. In much of the City of Spokane census tracts score at or above 7 out of 10 for socioeconomic vulnerability according to the State of Washington's Environmental Health Disparities (EHD) Map. Most of the city's tracts that are historically non-white, including the central business district, score 10 out of 10. The region wide public outreach effort included substantial outreach in lower income communities. The CTR Plan update was discussed and public engagement was encouraged at a variety of public events held in and adjacent to lower income areas. These events included:
 - Multiple events at the downtown Spokane Transit Plaza
 - Juneteenth at the Martin Luther King Jr. Community Center in East Central Spokane
 - ANHPI Heritage Day and Unity in the Community in downtown Spokane
 - Spokane Bike Swap at the Spokane County Fairgrounds
 - Unity in the Community at Riverfront Park
 - El Mercadito at AM Cannon Park
- SRTC's CTR outreach also included outreach to the libraries, who provide numerous services to low-income residents. Spokane County Library District and Spokane Public Libraries both posted fliers at each of their locations that informed readers about CTR and asked them to participate in our region wide survey.
- Neighborhood council representatives from lower income communities in the City of Spokane were also specifically engaged, including general outreach, CTR public surveys, and invitations to the CTR virtual open house. Informational fliers that directed members of the public to the public survey were distributed at numerous sites in lower income census tracts, including community centers, grocery stores and other businesses, libraries, and recreation centers. University and college students, another important lower income cohort in the Spokane region, were specifically engaged through university outreach performed by Commute Smart Northwest.
- **Hispanic/Latino community:** Spanish is the second most widely spoken language in Spokane County. To reach people and families that may not speak english but are greatly affected by the transportation system SRTC reached out to Latinos en Spokane, Mujeres in Action, and Asian, Hispanic, African, and Native American Mujlti-Ethnic Business Association (AHANA). SRTC also reached out to organizations that work with refugees, including refugees from Latin America, such as Thrive International, International Rescue Committee (IRC), and World Relief. Throughout the CTR outreach and public engagement process, SRTC made an effort to engage Spokane's Hispanic and Latino communities with content in both English and Spanish.
 - The City and SRTC participated at Latinos en Spokane's El Mercadito market with a professional Spanish interpreter.
 - Spanish language fliers and a Spanish language CTR survey – vetted by Spanish-speaking staff with Ardurra – were provided for distribution alongside English materials.

- Fliers were posted at locations in areas with a significant number of Spanish language speakers, such as downtown Spokane.
 - Spanish language CTR content was posted to SRTC social media accounts.
- **Slavic community:** Spokane Slavic Association was contacted via phone and email, and invited to the virtual open house. Fliers were posted at locations in areas with a significant number of Slavic language speakers, such as the Northeast Community Center and Hillyard Public Library.
- **Tribal communities:** SRTC and Commute Smart Northwest reached out to both the Kalispel and Spokane Tribes via email to discuss Commute Trip Reduction planning and programming, and inviting them to the virtual open house. SRTC also reached out to AHANA, the American Indian Community Center in Spokane, and The Native Project to provide details on how to complete the CTR survey. Fliers were posted at locations that serve members of Spokane County's tribal communities, such as the Yoke's Fresh Market and Recreation Center in Airway Heights.
- **Asian, Native Hawaiian, Pacific Islander (ANHPI) communities:** SRTC participated in the Asian, Native Hawaiian, Pacific Islander (ANHPI) Heritage Day event at Riverfront Park on May 11. Asians for Collective Liberation (ACL) and AHANA were also contacted via email and invited to the virtual open house.
 - Fliers were distributed at locations that serve adjacent communities where >5% of residents are Vietnamese speakers, such as the Thor/Freya Fred Meyer and Martin Luther King Jr. Community Center in East Central Spokane.
 - SRTC participated in the Juneteenth Celebration at the Martin Luther King Jr. Community Center, located in a neighborhood with >5% Vietnamese speakers.
 - Additionally, SRTC reached out to organizations that work with refugees, such as Thrive International, International Rescue Committee (IRC), and World Relief.
- **African American community:** SRTC engaged the public regarding CTR at the Juneteenth celebration at the Martin Luther King Community Center in East Central Spokane. Over the summer, additional public outreach materials were distributed at the Martin Luther King Community Center, including fliers and surveys. SRTC reached out to the Carl Maxey Center by phone and email. SRTC also reached out to both community centers to invite participants to the CTR virtual open house. SRTC reached out to the Spokane NAACP via email.
- **Age dependent population:** Age dependency describes the youngest and oldest cohorts in a population – those too young or too old to hold a full-time job. Age dependent residents are well distributed throughout the Spokane Region. CTR content was promoted, and public engagement was encouraged, throughout communities that host a high proportion of age dependent residents. As part of the region wide outreach campaign, SRTC connected with the Southside Community Center, a senior center in the city of Spokane, and distributed fliers and directions to access our public survey. Fliers and CTR materials were also distributed at other community centers around the region that provide resources for seniors. Additionally, SRTC and the City participated in public events in census tracts with a high proportion of age dependent residents, such as the Spokane Summer Parkways. Though most college and university students are old enough to not count as age dependent, many are also transitioning to full-time work. University and college students were specifically engaged through outreach to local colleges and universities performed by Commute Smart Northwest.

- **Limited-mobility population:** As part of its indicators of potential disadvantage (IPDs), SRTC tracks and maps the distribution of households without access to vehicles. Whether due to economic circumstances or by choice, many households in the greater Spokane region have no vehicle available. High concentrations of these households exist near the City of Spokane's downtown and lower north side. There is also a concentration of homes without vehicle access in far north and northeastern Spokane. The region-wide outreach effort included public events in census tracts with a high proportion of carless households, including multiple events at the downtown Spokane Transit Plaza, Juneteenth at the Martin Luther King Jr. Community Center, ANHPI Heritage Day, and Unity in the Community. SRTC also promoted CTR and engaged the public at the Spokane Bike Swap, an event targeted towards cyclists and other users of active transportation.

A second indicator that may indicate limited mobility is disability status. As part of its IPDs, SRTC also maps the population living with disabilities. Residents with disabilities are well distributed throughout the Spokane Region. Areas with especially high concentrations include downtown Spokane, parts of Central and East Central Spokane, and Northeast Spokane. As part of the region-wide CTR outreach effort, SRTC and the City staffed a table at numerous accessible public events hosted by federal aid recipients, such as the Spokane Bike Swap and STA Open Houses. SRTC and local agencies also engaged the public regarding CTR at events in census tracts with a high proportion of residents living with disability. These include Juneteenth at the Martin Luther King Jr. Community Center, ANHPI Heritage Day, Unity in the Community, and more. A full schedule of outreach activities is included above.

- All community stakeholders referred to above, as well as all neighborhood council chairs in the City of Spokane, were invited to SRTC's CTR virtual open house.

b. When did you talk to them?

- The region wide outreach effort began in March and ran through the first week of September.
- A full list of public events and engagement opportunities (with dates) is included above as part of question 26.
- Remarks on targeted outreach to vulnerable communities are also included above as part of question 28a.

c. What did they have to say?

Please see the above note (question 27) regarding the use of ZIP code data and outreach to vulnerable populations using the public survey.

- Survey feedback from the Hispanic community highlighted the need for improved bicycle road signage. Respondents from communities with high proportions of limited-English speakers, low-income residents, minorities, and those without vehicles called for more

frequent and expanded bus routes to support economical and environmentally friendly commuting. Light rail was also suggested by some as a potential solution.

Childcare and emergency situations were concerns raised by low-income and minority respondents, especially when relying on low-frequency transit routes. Additionally, many from these communities noted a lack of safe bicycle routes in their neighborhoods. Some respondents from limited-English proficiency communities mentioned a preference for transit to avoid dealing with vehicle traffic.

- Comments from zip codes that are historically disadvantaged and score high on the Washington Environmental Health Disparities Map (99201, 99202, 99207, and 99217) highlighted several key issues regarding commuting preferences. Many respondents prefer driving alone due to convenience, with public transportation and biking seen as less practical for most - particularly when childcare comes into play. Public transit challenges include long wait times, inconvenient schedules, and the need for multiple transfers, making it less appealing compared to driving. Safety concerns are frequently mentioned, particularly regarding biking on busy roads without protected lanes and walking in areas with poor lighting or unsafe crosswalks.

Several participants suggested improvements like more frequent bus service, free or reduced transit fares, better bike infrastructure, and safer pedestrian paths to encourage alternative commuting methods. Some also pointed out issues such as unmaintained sidewalks, especially during winter, and a lack of secure bike parking. Respondents emphasized that faster, safer, and more accessible public transit options, along with enhanced bike lanes, would make alternative transportation more viable.

d. How did what they said influence the plan?

- Vulnerable population feedback was considered when developing solutions to cross-border and regionwide transportation barriers, including barriers related to commute alternatives.
- Transit oriented development would significantly benefit most of these vulnerable populations, and as such is cited as a useful strategy. The City of Spokane is currently working on multiple projects to introduce TOD policies.
- The feedback from vulnerable communities also identified other barriers to commuting alternatives. These are detailed above but include childcare and ADA accessibility.
- Overall, most of the responses to the region wide public survey called for continued improvements to the transit system.
- Feedback from the region-wide public survey is also being used to inform the development of SRTC's metropolitan transportation plan update, Horizon 2050, to be completed in 2025.
- To help ensure an effective approach across all jurisdictions participating in CTR, the region wide survey data and comments received throughout the public engagement process were shared by SRTC and Commute Smart Northwest as well as participating local agencies and Spokane Transit.

29. List employers' suggestions to make CTR more effective.²¹

Supplemental questions were asked in the CTR Survey with over 9,000 responses. The following were commonalities that would help encourage employees to use commute options:

- Increase opportunities to telework
- Providing flexible schedules
- Providing a guaranteed ride home for emergencies when using a commute option
- Provide bus/vanpool subsidies
- Employer shuttle access
- Better bus service with more frequent bus routes
- Incentives for carpooling, bicycling and walking
- Ridematching assistance/help finding a carpool partner or joining a vanpool
- Secure bike parking, showers and lockers
- Dedicated parking for carpools and vanpools
- Safe and secure pathways to worksite for bikers and walkers
- Bike lanes away from main roads/protected bike lanes/safer bike paths/roads
- Safer bike routes between home and work
- More direct bus routes
- Provide compressed work week schedules like 4/10 options
- Safer streets/more policing
- Earlier bus routes
- Shuttle for late night shifts – feel unsafe walking home
- Better bike lanes for scooters
- Subsidized scooter rental
- Secured indoor parking for bikes and scooters
- Use of company vehicle to go between worksite locations
- Light rail from Liberty Lake to downtown
- Need park and ride options for bus route 28
- Bike subsidies/discount on bikes
- Underground subway
- New bike lanes in downtown core
- Transportation options are limited living in Idaho
- Increased express bus frequency and/or closer park and ride
- Reduce bus transfers – takes too long to get to work

Upon request, Commute Smart Northwest can provide a spreadsheet with a complete list of questions and answers from each CTR affected employer in Spokane.

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.

Throughout the engagement effort for the CTR Plan we heard the need for improved access to destinations, sidewalks, lighting, bike lanes, and generally more efficient roadways to get people where they need to go. With the upcoming 2026 Periodic Update to the Comprehensive Plan the City will be looking at improving

²¹ Source: The state intends for the plan to be a mechanism through which employers can describe what policy changes, services and support they need to make their CTR programs more effective. (WAC 468-63-040(2)(a))

land use and zoning policies to have more services near where people live and improving development policies to allow neighborhoods to develop with more housing typologies. In turn, the transit agency can plan ahead to provide service where there is a larger customer base, reducing the need for people to rely on personal vehicles, reducing the drive along rate.

Furthermore, the City is improving options for people walking and biking. The City just completed its bicycle priority network, which will likely be integrated with the Comprehensive Plan, and is furthering the implementation of bicycle infrastructure through quick build projects, federal and state grant opportunities, and implementation through its complete street ordinance and arterial maintenance program.

Many of these opportunities include an equity component that focuses on providing facilities in areas that, historically, have been neglected, or fragmented, by transportation infrastructure.

Regional transportation planning organization CTR plan review

RTPO comments

SRTC reviewed this document and determined it to be consistent with the region's CTR Plan as well as other regional planning documents.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERGOVERNMENTAL AGREEMENT)
BETWEEN SPOKANE COUNTY AND THE CITY)
OF SPOKANE FOR THE COMMUTE TRIP)
REDUCTION (CTR) IMPLEMENTATION)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, the WSDOT Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of TDM programs and CTR Plans and Ordinances as described in RCW 70.94.521-555; and

WHEREAS, on or about June 2023, the Spokane County was awarded funding from the Washington State Department of Transportation (WSDOT) for Transportation Demand Management (TDM) which is used to support the Commute Trip Reduction Project, for the period of July 1, 2023 through June 30, 2025 in the amount of \$651,100; and

WHEREAS, Spokane County desires to enter an agreement with the City of Spokane for the Commute Trip Reduction program in the amount of \$357,253 for the period of July 1, 2023 through June 30, 2025; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County that pursuant to the provisions of the County's Financial Assistance Policy adopted under Resolution Nos. 2012-1017 and 2013-0219, that:

- (1) The Board does hereby authorize the execution of the Intergovernmental Agreement between Spokane County and the City of Spokane for the Commute Trip Reduction Project in the amount of Three Hundred Fifty-Seven Thousand Two Hundred Forty-Three Dollars (\$357,253); and
- (2) Either the Chairman of the Board, majority of the Board, Chief Executive Officer, Chief Operations Officer, Chief Budget Officer, or the County Engineer, is hereby authorized to execute, at other than an open meeting, any and all documents to execute this agreement as any subsequent amendments after review by the Grants Administrator.

PASSED AND ADOPTED this 18th day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Josh Kerns
JOSH KERNS, VICE-CHAIR



Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/12/2024

Committee Agenda type: Discussion

Date Rec'd

2/12/2024

Clerk's File #

OPR 2024-0140

Renews #

Cross Ref #

Council Meeting Date: 02/26/2024

Submitting Dept

PLANNING & ECONOMIC

Project #

Contact Name/Phone

DELLA X6895

Bid #

Contact E-Mail

DMUTUNGI@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0650 - COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT RENEWAL

Agenda Wording

Interlocal agreement between the City of Spokane and Spokane County regarding the biannual renewal of the Commute Trip Reduction program

Summary (Background)

The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction program for all major employers. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years, and every two years, historically, the City has signed this agreement with the County, granting the funds back to the County in exchange for their conducting the required CTR duties on the City's behalf.

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

\$

#

Approved by Spokane City Council

Select

\$

#

on: 2/26/2024

Select

\$

#

Select

\$

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\$

#

city clerk

[illegible]

Committee Agenda Sheet

Urban Experience Committee

Committee Date	02/12/2024
Submitting Department	Planning and Economic Development
Contact Name	Della Mutungi
Contact Email & Phone	dmutungi@spokanecity.org , 625-6895
Council Sponsor(s)	<u>CM Kitty Klitzke and CM Zack Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Commute Trip Reduction Interlocal Agreement-Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction (CTR) program under RCW 70A.15.4000-4110 for all major employers to reduce drive alone trips and promote a reduction in the miles traveled by commuting employees. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years for the performance of certain actions relating to employers in the City that employ 100 or more people. The amount of funds is dependent on the number of such employers in the City in a given two-year period. Since 1994, the County has implemented the City's CTR plan in exchange for the City's share of the allocated funds. The County is proposing an updated agreement to extend this arrangement for 2 years. This is the latest iteration of a biennial intergovernmental agreement between the County and the City, covering 2023 to 2025.</p> <p>For reference, the last few agreements have concerned the following amounts, which shifts based on the numbers of employers in the program:</p> <p>2011: \$194,510 2013: \$225,287 2015: \$214,387 2017: \$211,731 2019: \$206,660.38 2023: \$357,253</p> <p>Every two years, historically, the City has signed this intergovernmental agreement with the County, granting those funds back to the County in exchange for their conducting the required CTR duties on the City's behalf. The County's agent in these actions, Ms. LeAnn Yamamoto, operates a dedicated program for these kinds of activities and has both the expertise and the capacity to conduct the required actions. This approach creates an economy of scale by leveraging support from employers throughout the County to create a common, robust program.</p> <p><u>Executive Summary:</u> The proposed intergovernmental agreement would do the following:</p> <ul style="list-style-type: none"> • The County representative, Ms. Yamamoto, will conduct the 28 required actions (see Attachment A of the attached contract); <p>The City will:</p>

	<ul style="list-style-type: none"> • Provide to the County any proposed amendments to the CTR Plan and Ordinance {there are none at this time}; • Provide to the County copies of any CTR-related amendments to parking ordinances prior to public review (similarly, none are proposed at this time); • Implement a CTR Program for City employees (already underway as an ongoing program); • Provide to the County the \$357,253 upon issuance of the same funds to the City by WSDOT <p>Were the City to change this ongoing relationship and keep the \$357,253, the City would be required to conduct the 28 required actions, requiring a new full-time person as well as other financial and material assets. Conversely, the County has an ongoing successful program, staff with the capability and expertise to conduct these activities, and the capacity to perform them on our behalf. Furthermore, it provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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 <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A The program does not have any negative impacts on historically excluded communities. The benefits of the CTR program are advantageous to all communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Anonymized program demographic data can be requested as appropriate through the County's CTR office, Commute Smart Northwest.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

The County monitors and recognizes the City's performance as a CTR workplace to determine compliance with the CTR ordinance, reward exemplary performance, and conduct an annual review to determine if the City and other affected worksites are acting in good faith to meet the goals established by the CTR Law. In 2022, Commute Smart Northwest recognized the City of Spokane – City Hall with a Pinnacle Award for performance as a CTR workplace, achieving a Platinum Award for four years in a row.

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?

- 1) Comprehensive Plan Chapter 4 – Transportation: walkability, accessibility, and transportation goals. TR4.a "Implement the City's and County's Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) Plan."
- 2) City of Spokane Commute Trip Reduction Implementation Plan Update: 2020-2024
- 3) Spokane Sustainability Action Plan Strategy 6, TL 6.1 – Work with regional partners to enhance and promote the commute trip reduction program.

**INTERGOVERNMENTAL AGREEMENT
Between Spokane County and the City of Spokane
Regarding Commute Trip Reduction Implementation**

THIS AGREEMENT, made and entered by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW 70A.15.4000-4110, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

WHEREAS, RCW 70A.15.4020 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

WHEREAS, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70A.15.4000-4110.

WHEREAS, Spokane County has entered into an agreement with the WSDOT under Agreement No. PTD0845, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

WHEREAS, pursuant to the provisions of RCW 70A.15.4020 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction Plans and Ordinances; and

WHEREAS, Spokane County has allocated \$357,253 to the City from the Agreement No. PTD0845 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70A.15.4020 (5), the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive \$647,100 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive \$357,253 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

Section 2: DURATION

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 2025.

Section 3: TERMINATION

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. PTD0845, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

Section 4: DESIGNATION OF ADMINISTRATOR

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

Section 5: ACQUISITION/DISPOSITION OF PROPERTY

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

Section 6: COMPLIANCE WITH LAWS

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

Section 7: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 8: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

Section 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

Section 10: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

Section 11: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's

duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 12: ANTI-KICKBACK

No officer or employee of the City, 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 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

Section 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 15: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

Section 16: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

CITY OF SPOKANE

By: Garrett Jones

Title: Garrett Jones



Approved by:

Elizabeth Schindel
Assistant City Attorney

ATTEST:

[Signature]
City Clerk

2/28/2024
Date

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary E. Kuey
Chair

[Signature]
Vice Chair

[Signature]
Commissioner

Amber Wadsworth
Commissioner

Chris Jordan
Commissioner



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

June 18, 2024
Date

Exhibit I
Funding Allocation Methodology

RCW 70A.15.4080 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities from July 1, 2023 through June 30, 2025 is based on the 2023-2025 Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on June 23, 2023.

ATTACHMENT "A"
STATEMENT OF WORK

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW 70A.15.4060(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70A.15.4000-4110.
Report contents include:

- a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;
 - b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
 - c. Updated list of affected employers and worksites (electronic);
 - d. Total number of worksites by jurisdiction;
 - e. List of sites which have applied for exemptions or modifications;
22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by Washington State Department of Transportation.
24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.
25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.
26. Assist WSDOT with CTR evaluation.
27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70A.15.4000-4110.
28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

ATTACHMENT "B"
STATEMENT OF WORK

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70A.15.4000-4110.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70A.15.4080.

Certificate Of Completion

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Daniel Rose

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Spokane, WA 99201

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Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

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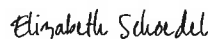
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Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City Attorney - approved as to form only

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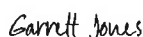
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Garrett Jones

gjones@spokanecity.org

Interim City Administrator

City of Spokane Parks

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Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	2/28/2024 11:30:57 AM
Signing Complete	Security Checked	2/28/2024 11:31:08 AM
Completed	Security Checked	2/28/2024 11:31:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Public Works*

CONTACT PERSON: *LeAnn Yamamoto*

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

Clerk's Resolution No.	<u>24 - 0355</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u> </u>
Public Works No.	<u> </u>
Purchasing Dept. No.	<u> </u>

AGENDA TITLE *(please provide a reasonably descriptive agenda title for this item:* In the matter of executing an intergovernmental agreement between Spokane County and the City of Spokane for the Commute Trip Reduction (CTR) implementation.

DESCRIPTIVE SUMMARY *(please provide anticipated fiscal and budgetary information & reason for request):*
Spokane County has been implementing the WA State Commute Trip Reduction (CTR) Law for our region since 1993. Jurisdictions affected by the CTR Law include the cities of Airway Heights, Cheney, Liberty Lake, Medical Lake, Spokane, Spokane Valley and unincorporated Spokane County. WSDOT allocates funding to implement the CTR Law each biennium. The funding for this biennium was for \$651,100. Each of the CTR Intergovernmental Agreements outline the allocated funding for the jurisdiction and grants the funding back to Spokane County to continue implementing the requirements of the CTR Law and CTR Plans in their jurisdiction.

FISCAL IMPACT *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* The \$651,100 in funding from WSDOT was approved for the 2023 – 2025 biennium previously. The CTR intergovernmental Agreement extends and continues the work Spokane County has been doing to implement the CTR Law for the jurisdictions.

REQUESTED BOARD ACTION *(if any):* Approve resolution and intergovernmental agreement

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
Central Services - Grants, Office of the Prosecuting Attorney

This Item will need to be codified in the Spokane County Code: No



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/14/2025

Committee Agenda type: Discussion

Date Rec'd

4/2/2025

Clerk's File #

RES 2025-0028

Cross Ref #

Project #

Council Meeting Date: 05/05/2025

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

TYLER X6733

Requisition #

Contact E-Mail

TKIMBRELL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

0650 BICYCLE PRIORITY NETWORK

Agenda Wording

The Bicycle Priority Network identifies key biking and rolling routes across the City of Spokane and will support the 2026 Comprehensive Plan update.

Summary (Background)

The Bicycle Priority Network identifies key mobility routes across the city, ensuring people of all ages and abilities can access goods and services. BPN routes will receive priority consideration for funding opportunities for installing facilities that focus on getting people to and from their destinations by biking and rolling. Many of these facilities do not currently exist on the identified BPN. The goal is to identify routes that, with targeted investments, are most likely to provide the optimal biking and rolling experience for safety, user experience, and route directness.

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?

The Bicycle Priority Network scoring criteria uses national and state demographic data to ensure equitable distribution of routes.

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

If the Bicycle Priority Network is considered in the 2026 Comprehensive Plan update it will be used to guide implementation of future biking and rolling facilities.

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 Bicycle Priority Network aligns with the City's commitment in the Comprehensive Plan, resolutions, and executive orders to create a safe and accessible environment for people biking and rolling.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BLACK, TIRRELL		
<u>Division Director</u>	BLACK, TIRRELL		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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sgardner@spokanecity.org		tkimbrell@spokanecity.org	
cquinnhurst@spokanecity.org		tblack@spokanecity.org	
eking@spokanecity.org			

RESOLUTION NO. 2025-0028

A RESOLUTION adopting the Bicycle Priority Network as a guide for updating the Transportation Element and the Bicycle Master Plan as adopted in the City of Spokane's Comprehensive Plan.

WHEREAS, The City of Spokane has adopted a Comprehensive Plan that complies with the requirements of the Washington State Growth Management Act, including a Transportation element meeting the requirements set forth in RCW 36.70A.070(6); and,

WHEREAS, the City's first "Bikeways Plan" was adopted by the City Council on October 12, 1976; and,

WHEREAS, in 2001, the City adopted a comprehensive plan with updated bicycle-related policies and goals, and included a revised map of the City's planned regional bikeway network; and,

WHEREAS, the City of Spokane's currently adopted Comprehensive Plan includes a Transportation element containing the Bicycle Master Plan (2017) and the Proposed Bike Network Map; and,

WHEREAS, a team lead by Parametrix Inc. with expertise in transportation planning was hired to create the methodology and guidelines for identifying and scoring the Bicycle Priority Network; and,

WHEREAS, fifteen separate meetings and workshops were held between Summer 2023 and Fall 2024 with the Bicycle Advisory Board, Transportation Commission, Plan Commission, and agency stakeholders; and,

WHEREAS, the Bicycle Advisory Board, Transportation Commission, Plan Commission, and agency stakeholders were instrumental in developing and assessing the Bicycle Priority Network; and,

WHEREAS, between March and April 2024 an online comment map was available, advertised through City social media and newsletters, and garnered over 500 comments that influenced route identification; and,

WHEREAS, this is a non-project action that is exempt from SEPA under WAC 197-11-800(19) as it relates solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment; and,

WHEREAS, the associated recommendations, if furthered, will be subject to a separate planning process that includes additional engagement with the community; and,

WHEREAS, as prescribed in SMC 04.12.010, this resolution is not an action to amend the City's Comprehensive Plan or Development regulations by recommendation of the Plan Commission; and,

NOW, THEREFORE, BE IT RESOLVED that, subject to additions expressed in this resolution, the Spokane City Council adopts the attached Bicycle Priority Network as a guiding document for future actions and further consideration of recommendations to update the City's Transportation element and Bicycle Master Plan as part of the City's Comprehensive Plan.

ADOPTED by the City Council this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

SPOKANE CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS REGARDING THE BICYCLE PRIORITY NETWORK

A Recommendation from the City Plan Commission to the City Council recognizing the Bicycle Priority Network as a guide for future Comprehensive Plan Development.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in 2001 that complies with the requirements of the Washington state Growth Management Act, including a land use element as well as a transportation element that is consistent with the land use element, meeting the requirements set forth in RCW 36.70A.070(2).
- B. The City of Spokane is initiating steps for the 2026 periodic update of the City's Comprehensive Plan, a process that includes the development of a series of growth scenarios that may include revisions to the planned bicycle network.
- C. Parametrix Inc. led the effort of developing a methodology for scoring potential network routes based on existing network data such as the current Bicycle Master Plan map TR5, safety, access to destinations, equity, and user experience.
- D. Outreach and public communication began in summer 2023 and included a project webpage, online mapping survey, focus group meetings including agency representatives and community partners, and public workshops.
- E. Staff conducted public engagement including two Plan Commission workshops, one agency workshop, six Bicycle Advisory Board workshops, four Bicycle Advisory Board subcommittee meetings, two Transportation Commission workshops, and one online comment map that garnered over 500 comments.
 - Plan Commission
 - Oct 25, 2023
 - March 12, 2025
 - Agency workshop
 - September 19, 2023
 - Bicycle Advisory Board
 - July 18, 2023

- September 19 ,2023
- November 21, 2023
- January 16, 2024
- February 20, 2024
- March 19, 2024
- Bicycle Advisory Subcommittee
 - January 25, 2024
 - February 8, 2024
 - February 15, 2024
 - February 22, 2024
- Transportation Commission
 - November 20, 2024
 - January 15, 2025
- Online comment map
 - March – April 2024

F. The Plan Commission recognizes the Bicycle Priority Network does not direct nor result in any immediate change to the comprehensive plan or bicycle master plan, nor do the recommendations commit to funding or programmatic changes.

G. On March 26, 2025, the City Plan Commission held a public hearing on the recommendations of the Bicycle Priority Network. At the public hearing, no public testimony was given and Plan Commission deliberated on the proposed updates.

CONCLUSIONS:

Based upon the recommendations of the Bicycle Priority Network and accompanying documentation, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), and comments received, the Plan Commission makes the following conclusions with respect to the Bicycle Priority Network:

1. The recommendations of the Study are consistent with the goals and purposes of the Growth Management Act.

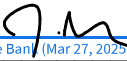
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment. The associated proposal shown herein accommodated those comments with a series of adjustments to the proposed network.
3. Additional legislative action with robust public engagement will be required for any strategies that involve changes to adopted policy and regulations of the City of Spokane, which would be incorporated into subsequent work plans of the Plan Commission and/or considered in conjunction with ongoing or upcoming major planning efforts such as the periodic update of the Comprehensive Plan required by the statutory deadline of 2026.

RECOMMENDATION:

In the matter of the recommendations of the Bicycle Priority Network:

As based upon the above listed findings and conclusions, by a unanimous vote of 8 to 0, the Plan Commission takes the following actions:

- (1) Recommends to City Council the **APPROVAL** of a resolution recognizing the Bicycle Priority Network as a guide for future policy development and potential regulatory and programmatic implementation measures.
- (2) Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the resolution.


Jesse Bank (Mar 27, 2025 15:56 PDT)

Jesse Bank, President

Spokane Plan Commission

March 26, 2025







Bicycle Priority Network_PC Findings and Conclusion-final

Final Audit Report

2025-03-27

Created:	2025-03-27
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa02Mqzkvb-OmV6Oo5UoKOSV7B-NZH7aA

"Bicycle Priority Network_PC Findings and Conclusion-final" History

-  Document created by Emily King (eking@spokanecity.org)
2025-03-27 - 10:47:02 PM GMT
-  Document emailed to jbank@spokanecity.org for signature
2025-03-27 - 10:47:58 PM GMT
-  Email viewed by jbank@spokanecity.org
2025-03-27 - 10:54:36 PM GMT
-  Signer jbank@spokanecity.org entered name at signing as Jesse Bank
2025-03-27 - 10:56:35 PM GMT
-  Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2025-03-27 - 10:56:37 PM GMT - Time Source: server
-  Agreement completed.
2025-03-27 - 10:56:37 PM GMT



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City of Spokane Plan Commission
Subject:	Bicycle Priority Network
Staff Contact:	Tyler Kimbrell Planner II tkimbrell@spokanecity.org
Hearing Date:	March 26, 2025
Recommendation:	Approval

I. SUMMARY

The Bicycle Priority Network identifies key mobility routes across the city, ensuring people of all ages and abilities can get to where they need to go. BPN routes will receive priority consideration for funding opportunities for installing facilities that focus on getting people to and from their destinations by biking and rolling. Many of these facilities do not currently exist on the identified BPN. The goal is to identify routes that, with targeted investments, are most likely to provide the optimal biking and rolling experience for safety, user experience, and route directness. Additionally, by integrating federal and state environmental justice data in the analysis for identifying BPN routes, the City is better prepared to apply for competitive grant opportunities. Maps of the Bicycle Priority Network are provided as Exhibit A.

II. BACKGROUND

Planning Services conducted an initial stakeholder review session in Fall 2023 with the consultant, Parametrix, to determine priority criteria for identifying the draft BPN. This review session resulted in the Network Development Principles (Exhibit B). The Network Development Principles gave the consultant a framework for developing the draft BPN to meet relevant targets such as safety priorities, amenity and service access, and all ages and abilities network routing. The project team put the network development principles into action through the creation of an initial draft of the BPN. City staff assessed the BPN to ensure consistency with other plans and policies, and to confirm route viability.

After publishing the public drafts of the Network Development Principles and BPN, the Bicycle Advisory Board established a “BPN Subcommittee” to review the draft routes and confirm that they could be developed into an all ages and abilities network. At the same time, City staff developed an interactive map with the draft BPN and distributed it to the community to receive additional feedback. The map received over 500 comments from the community, and the project team made changes based on the feedback (the map on the [project webpage](#) is available that shows both the pre and post comment BPN).

In late Spring 2024, the BPN, Network Development Principles, and Priority Network Documentation (Exhibit C) were finalized. The final version introduced “expanded” routes – these routes indicate bicycle facility improvements desired by the community but that did not, in many cases, align with network spacing or scoring criteria. The expanded routes may still be considered for bicycle facility improvements, but the priority routes take precedence.

III. PROCESS

ROLE OF THE CITY PLAN COMMISSION

The proposed adoption by resolution of the Bicycle Priority Network is seen as a key element for advancing transportation planning in the periodic update to the Comprehensive Plan. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council.

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 resolution, public comments and testimony, the staff report, and the Plan Commission’s recommendation. The final decision to approve, modify, or deny the proposed resolution rests with the City Council.

COMMUNITY ENGAGEMENT

The Bicycle Priority Network project was initiated with a presentation to the Plan Commission and a presentation to agency partners and internal stakeholders identifying core goals and principles for designing the BPN methodology in the late fall of 2023. Throughout 2024 the Bicycle Advisory Board and Subcommittee of the Bicycle Advisory Board, focusing on the routing of the Bicycle Priority Network, was instrumental in developing and finalizing the routes that are found on Attachment A. Between March and April an online comment map was available, advertised through City social media and newsletters, and garnered over 500 comments that influenced route identification.

Plan Commission	Oct 25, 2023 March 12, 2025
Agency workshop	September 19, 2023
Bicycle Advisory Board	July 18, 2023 September 19 ,2023 November 21, 2023 January 16, 2024 February 20, 2024 March 19, 2024
Bicycle Advisory Subcommittee	January 25, 2024 February 8, 2024 February 15, 2024 February 22, 2024
Transportation Commission	November 20, 2024 January 15, 2025
Online comment map (500+ comments)	March – April 2024

SEPA REVIEW

This is a non-project action that is exempt from SEPA under WAC 197-11-800(19) as it relates solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.

RESOLUTIONS/ LETTERS OF SUPPORT

- Bicycle Advisory Board Letter of Support and Transportation Commission Resolution – Exhibit D

IV. ANALYSIS

PROPOSAL DESCRIPTION

Following the adoption of the Bicycle Master Plan and the 2017 Update to the Comprehensive Plan the City of Spokane Planning Services and Economic Development is recommending adoption by resolution the Bicycle Priority Network to provide guidance for the 2026 periodic update of the Comprehensive Plan. The recommendation will help align the vision and goals of the community in the periodic update toward creating a more bicycle friendly city.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

The Bicycle Priority Network will be utilized in the 2026 update to the Comprehensive Plan.

V. DISCUSSION

The proposed Bicycle Priority Network is intended to provide a base for future implementation of the bicycle network. As cycling becomes a more popular choice for commuting, the network can be revised to adapt to changing habits and further analysis. The Bicycle Master Plan, as currently written/shown in 2025, does not identify a core network of routes with associated scoring data. This project enhances the availability of this data for future grant development and implementation of the network.

VI. STAFF RECOMMENDATION

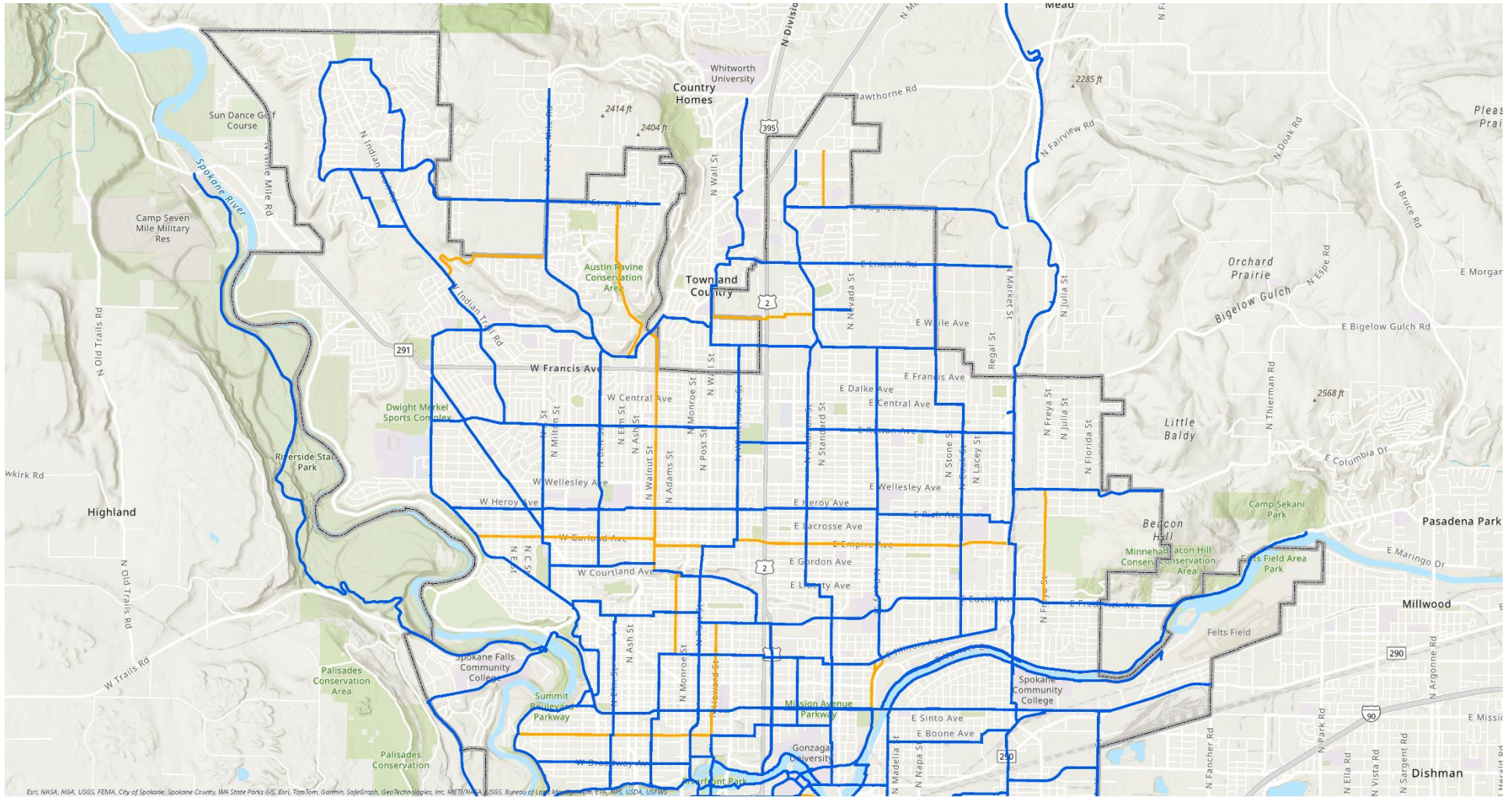
Following the close of public testimony and deliberation regarding conclusions, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested adoption by resolution.

Staff **recommends approval** of the requested adoption by resolution of the Bicycle Priority Network and recommends that the Plan Commission adopt the facts and findings of the staff report.

VII. LIST OF EXHIBITS

- A. Bicycle Priority Network Maps
- B. Network Development Principles
- C. Priority Network Documentation
- D. Bicycle Advisory Board Letter of Support and Transportation Commission Resolution

EXHIBIT A



City of Spokane Bicycle Priority Network

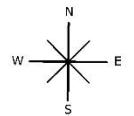
North of the Spokane River

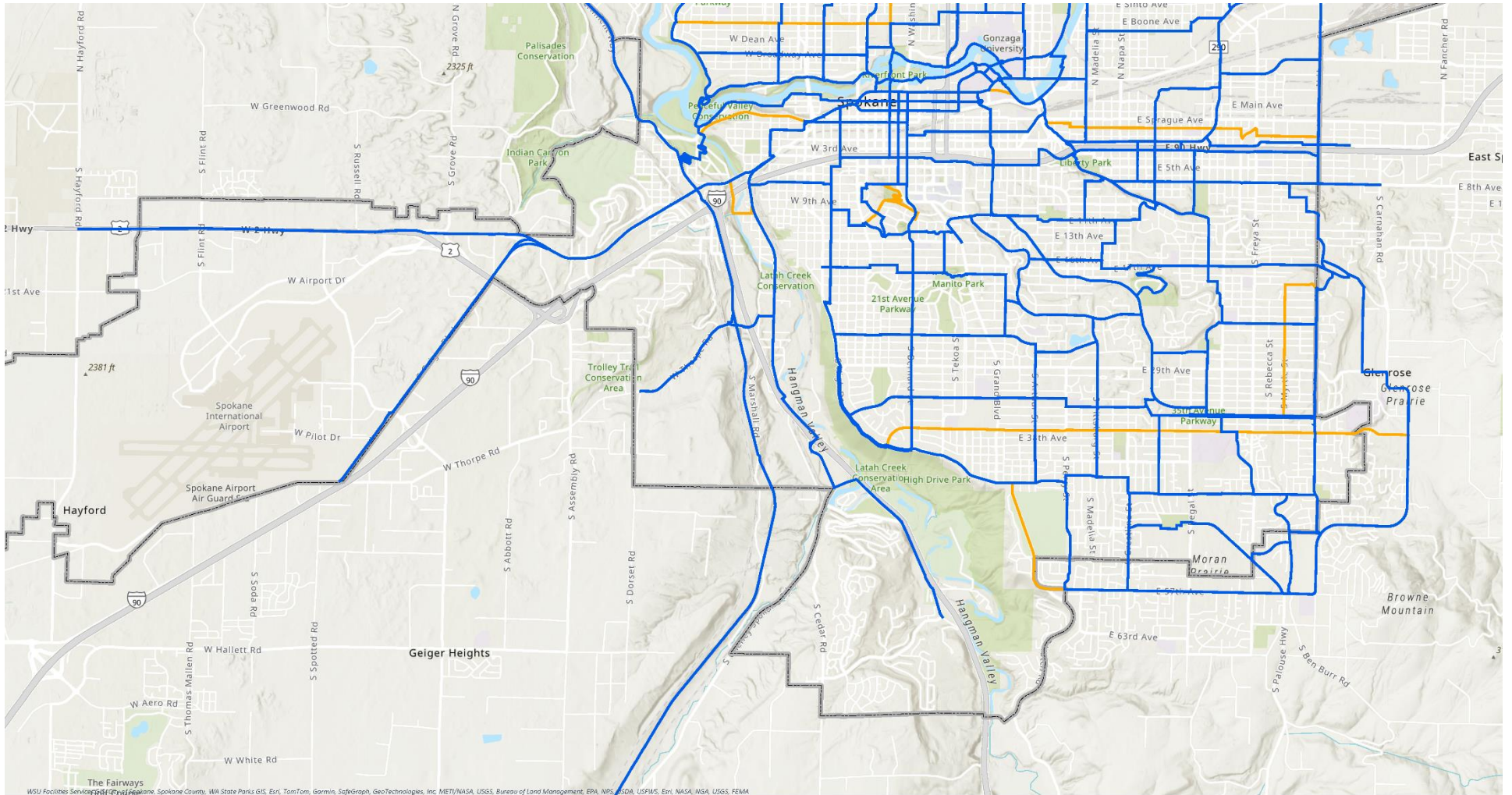
This is not a legal document.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

0 0.5 1 2 Miles

Legend

- Expanded
- Priority
- City of Spokane





City of Spokane Bicycle Priority Network

South of the Spokane River

This is not a legal document:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

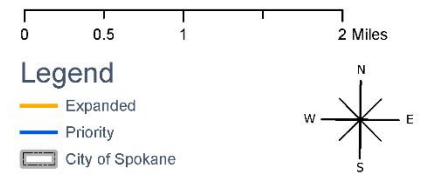


EXHIBIT B

DATE: February 29, 2024
TO: City of Spokane
FROM: Erin David, Sierra Ohlsen
SUBJECT: Spokane Bicycle Network: Network Development Principles
PROJECT NAME: Spokane Priority Bicycle Network

Introduction

The purpose of this memo is to identify proposed Network Development Principles for Spokane's priority bicycle network. The proposed principles build on established goals for the bicycle network as well as prioritization criteria used to guide the selection of priority network segments and routes. The following sections describe the importance of Network Development Principles, how they can be used to facilitate network selection, and describe each of the proposed principles, including how it's measured. Finally, additional resources are provided for further guidance on establishing principles and applying them to the network.

Guiding Network Development

Network Development Principles translate project goals into practical considerations for selecting priority routes. They not only reflect specific targets or priorities, but they also capture logistical considerations for route selection that were revealed through the selection of the City's priority network.

Network Development Principles are an important consideration as the City advances priority network implementation. The selected priority network represents current and anticipated future conditions in the city. However, over time, the built environment, travel patterns, and other projects change. Routes once identified as a priority may no longer be feasible, or other projects open opportunities for better routes. Network Development Principles will help the City navigate these changes while remaining consistent with the overall vision established through this project and other planning efforts.

How to Use Network Development Principles

The Network Development Principles outlined in this memo provide a framework for selecting priority network segments and routes. When used in conjunction with prioritization criteria, these principles can help streamline decision-making and lend to a more consistent application of network goals and priorities. While each of the principles outlined here are important aspects of network selection, it is important to consider the role each has in the selection process and how they correspond with City priorities.



Certain principles, such as Route Directness and Access to Destinations, correspond with factors that are less flexible and less likely to change—the location of destinations and configuration of the roadway network. However, factors such as low-stress routes and route legibility are more flexible. Facility selection, design choices, and the addition of amenities can significantly improve user experience related to these factors. Finally, principles including network spacing, equitable network coverage, and feasibility serve as additional checks to the process to confirm that the right routes—both in terms of location and quantity—are included. This relationship is depicted in Figure 1.

IDENTIFY
POTENTIAL
ROUTES



REFINE
ROUTE
SELECTION



ASSESS
NETWORK

Route Directness Network links should prioritize direct routes, minimizing out-of-direction travel.	Access to Destinations Network links should connect to places people want to go, including where people live, where people work, where people recreate, where people access transit, and where people learn.
Low-Stress Routes Network links should form low-stress routes that support safe and comfortable travel, scoring as an LTS 2 or better.	Route Quality and Legibility Route provides for a high-quality user experience, including consistent application of design treatments.
Equitable Network Coverage Selected network links should provide access to and from areas identified as disadvantaged.	Network Spacing Network links should provide for frequent access to other links in the network, with routes occurring about every 1/2 mile.
Route Feasibility The route is feasible to implement and maintain over time. The route is consistent with other transportation projects.	Local Context The route should be consistent with the local context, including known community route preference and characteristics not reflected in available data.

Figure 1: How to Use Network Development Principles



Network Development Principles

Route Directness

Route directness refers to the variation between the total trip distance of a particular route compared to the shortest route available. More direct routes help people get to where they're going faster and with fewer turns to navigate. Route directness is a key component of route utility; when balanced with safety and comfort, route directness can also improve user experience. As an example, neighborhood streets that have lower speed limits and lower volumes of motor vehicles may provide a more comfortable path of travel. However, limited connectivity due to cul-de-sacs or limited safe crossing opportunities may require significant out-of-direction travel, adding significant time/distance to a route.

How is this measured? Route directness can be measured by comparing distance (in miles) or anticipated trip time (in minutes). Comparison among route choices may also include qualitative measures, like ease of navigation.

Recommended Principle: Routes should prioritize direct routes between key destinations, neighborhoods, or districts. Direct routes will minimize out-of-direction travel to the extent feasible. Selection of less direct routes may be required if the creation of safe, comfortable connections is not feasible along the selected route (see LTS below).

Associated Goals: Connectivity

Access to Destinations

Access to destinations is a key factor in building out a quality route and network. Providing adequate access to destinations via the bicycle network removes barriers for people bicycling, whether for commuting, running errands, recreation, or something else.

How is this measured? Access to destinations can be measured through quantitative means, such as describing the number or percent of jobs accessible by bicycle, the percentage of households with access to a low-stress bicycle route, or the development of travel sheds for specific destination types. Access to destinations can also be evaluated through a visual assessment that compares bicycle routes, key destinations, and areas where people work or live. This principle currently uses a visual assessment.

Recommended Principle: Priority network routes should provide access to the greatest number of destinations possible. Routes should connect within a block of destination clusters and should provide direct access to schools, transit centers, activity centers, employment areas, and parks.

Associated Goals: Comfort, Connectivity, Equity, Sustainability, Safety



Low-Stress Routes

Level of Traffic Stress (LTS) is a framework that estimates route safety and comfort based on factors such as posted speed limit, traffic volumes/number of lanes, presence of bicycle facilities, and bicycle facility characteristics (width, separation from motor vehicles, and similar). LTS provides a framework for understanding overall route safety and comfort while also corresponding with who might be expected to use the route. For example, LTS 1 routes are typically known to accommodate all ages and abilities, while LTS 2 routes are suitable for most adults.

How is this measured? LTS scores routes and intersections using a four-point scale. LTS results estimate the expected comfort and safety of a particular route, with lower scores (LTS 1 and 2) corresponding with low-stress routes, and higher scores (LTS 3 and 4) corresponding with high-stress routes. LTS scores apply to both road segments (travel along) and intersections (travel across). LTS score assignment should be consistent with evaluation methods used in the region.

Recommended Principle: Priority network routes should accommodate low-stress travel, with a target of LTS 2 or better along the entire route. This evaluation should account for intersections as well as segments.

Associated Goals: Safety, Comfort

Network Spacing

Network spacing defines the density of routes on the priority network. Network spacing provides a sense of network coverage and has direct impacts on access to destinations, route directness, and more. Targets for network spacing will vary across the network based on factors such as roadway network density as well as the density of trip generators and attractors. Areas with denser road networks and a greater density of people and places may necessitate closer spacing, while areas with a less dense road network and fewer people and places may require less frequent spacing. The target identified below is based on observations from the selected priority network.

How is this measured? Network spacing refers to the straight-line distance between two parallel routes. It is recommended to measure at various points along the routes for both east-west and north-south travel.

Recommended Principle: The priority network should have frequent and direct network connections. Spacing between parallel segments should be about a $\frac{1}{2}$ mile for most of the city and no more than one mile apart in less dense areas. Areas with a greater density of roadways and destinations, or that have one-way routes, may be spaced at less than $\frac{1}{2}$ mile.

Associated Goals: Comfort, Connectivity



Route Quality and Legibility

Route quality and legibility directly influence user experience. Route quality refers to various physical characteristics of the route that improve user experience; examples include tree/shade coverage, lighting, and pavement quality. Consistency refers to the use of consistent design treatments and features that help people understand the route. Not only can this increase comfort, but it helps the route be more intuitive for navigation purposes.

While this measure accounts for some existing conditions, such as lighting and tree coverage, it may also include consideration for design potential. Questions may include:

- If a route does not currently have significant tree coverage or lighting, can this be added as part of the route design?
- Do the physical constraints along the route prevent consistent application of facility treatments?
- What are the maintenance considerations that will guide long-term route quality?

How is this measured? Existing data regarding tree coverage and lighting can guide the selection of routes; additional data collection and/or collaboration with relevant departments may be required for other elements.

Recommended Principle: Priority network routes should provide for a consistent experience along the corridor, whether based on existing characteristics or the ability to improve quality and consistency through route implementation.

Associated Goals: Safety, Comfort, Connectivity

Equitable Coverage

Priority routes should be accessible to disadvantaged areas. As network links and routes are selected, City staff should confirm that areas identified as disadvantaged are not precluded from priority network coverage. Providing priority network access in these areas helps expand mobility choice for the community.

How is this measured? The Climate and Economic Justice Screening Tool is a federal resource that identifies areas with higher concentrations of disadvantaged populations based on environmental and socioeconomic factors. Other sources of data include USDOT, FTA, FHWA, and WSDOT. These sources should be utilized depending on the needs of available funding opportunities.

Recommended Principle: Priority network routes should connect through areas identified as disadvantaged, providing high-quality routes connecting to destinations.

Associated Goals: Equity, Connectivity



Local Context

Routes should also consider local context, including both additional factors not represented in available data as well as community preference, a based on local knowledge and experience. These considerations may mean that a route with more out-of-direction travel may be preferred as it's more intuitive to people biking, provides access to destinations not reflected in the data, or exhibits unique ride quality in terms of pavement condition, topography or aesthetic factors. This principle also provides consideration for known projects or other agency actions that may influence route feasibility over time.

How is this measured? Understanding of local context can reflect City staff knowledge, public input, and engagement through the City's Bicycle Advisory Board. As an example, the City is asking for feedback on the draft priority network as part of this project, as seen [here](#).

Recommended Principle: Priority network routes should account for community preference and local context when it is logical to do so.

Associated Goals: Comfort, Connectivity

Route Feasibility

Selected routes and required treatments to align with identified principles (such as low-stress routes and route quality) should be feasible for both implementation and long-term maintenance. Feasibility includes consideration for factors such as cost to implement, available right-of-way, consistency with maintenance practices and procedures, and cost of ongoing maintenance. Additionally, the route should be consistent with other planned transportation projects. For example, will other planned projects substantially impact the ability of this corridor to provide a complete, connected, and low-stress route for people bicycling?

How is this measured? Feasibility should reflect internal City buy-in with consideration for capital project funding, operations funding, and relevant department procedures. Coordination with other departments and agencies may be required to assess compatibility with future projects.

Recommended Principle: Selected routes should be feasible, both to implement and maintain in the long-term. Planned transportation projects should not negatively impact bicycle routes.

Associated Goals: Sustainability



Additional Resources

The following list of resources available through the Federal Highway Administration (FHWA) can provide additional guidance to City staff for the implementation of a priority bicycle network that aligns with the local vision for a complete, connected, safe, and comfortable bicycle system.

- **Bikeway Selection Guide**
Guidance for identifying the most appropriate bicycle facility for a corridor to provide safe and comfortable routes of travel.

Website: https://safety.fhwa.dot.gov/ped_bike/tools_solve/docs/fhwasa18077.pdf

- **FHWA Guidebook for Measuring Multimodal Connectivity Guidebook**
Guidebook and toolbox for evaluating network connectivity for bicycle and pedestrian networks.

Website:

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/multimodal_connectivity/fhwahep18032.pdf

- **Guidebook for Developing Pedestrian & Bicycle Performance Measures**
Guidance for identifying relevant performance measures and track system progress over time.

Website:

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/performance_measures_guidebook/pm_guidebook.pdf



EXHIBIT C

DATE: December 7, 2023
TO: City of Spokane
FROM: Parametrix
SUBJECT: Revised Prioritization Framework
PROJECT NAME: Spokane Priority Bicycle Network

Introduction

The following memo describes the revised prioritization framework that will guide selection of the priority bicycle network for the City of Spokane. The framework is informed by available data, input from project stakeholders, current best practices, and city staff review. This memo should be used in coordination with the attached matrix, which defines specific categories and measures.

It is important to note that this information is intended to be a framework for network prioritization. While quantitative measures will guide network selection, the process will be iterative and may require additional input to reflect local context or information not reflected in available datasets. For example, network selection should consider and include recent projects or proposals that affect the transportation network.

Evaluation Process

Evaluation of proposed network segments uses a combination of quantitative and qualitative data. Quantitative data, such as population density or proximity to key destinations, will rely on available spatial data and third-party data sources, such as Replica. Qualitative data will include input from City staff on aspects such as feasibility, as well as manual review of aspects such as connectivity. The project team will evaluate the Future Network layer provided by the City. This includes both existing and proposed facilities and is broken into distinct project segments.

Since the result of this project is a priority network as opposed to a ranked project list, the project team will use a multi-part evaluation process. This process will include:

- **Step 1: Evaluate measures using quantitative data. (Table 1)**
The result of this step will be a total score for each network segment. The score will help the project team identify key network links and assess network patterns based on a combination of data.
- **Step 2: Review results and assemble draft priority network.**
Using the scores produced in Step 1, the project team will identify high priority segments and routes. Additionally, the use of Replica data, which uses anonymized data from location-based devices to capture local travel patterns, will inform high-demand areas. The project team will assemble a priority network using this information, with an emphasis on:
 - Direct routes that connect destinations and areas of high demand
 - Routes that provide for continuous travel and connections to other priority routes
 - Inclusion of key network links, such as the Centennial Trail
 - Evaluating network spacing options and trends



- **Step 3: Review network and evaluate measures using qualitative data. (Table 2)**
The City and project stakeholders will then review the network to confirm route selection. This review should include information about local context, such as high-use routes, as well as factors such as feasibility, planned project opportunities, maintenance, and user experience. Examples of these criteria are outlined in Table 2.
- **Step 4: Finalize network draft**
Based on feedback provided by the client and stakeholders, the project team will refine the priority network. A final map and dataset will be provided.

Table 1: Step 1 Evaluation - Quantitative Data

CATEGORY	CRITERIA (GIS Field Name)	DEFINITION	SCORING NOTES	SCORING	
Access to Destinations This category assesses the route's proximity to places people want to go and considers from where people might be traveling. Areas with higher concentrations of destinations will be higher priority, while fewer destinations will be lower priority. For the purposes of this measure, proximity is defined by straight-line distance and does not necessarily reflect door-to-door access to destinations.	Education (Access_Educ)	Proximity to educational opportunity. Destinations include public elementary, middle, and high schools, as well as higher education institutions.	<ul style="list-style-type: none"> • High Score: Route travels adjacent to an educational institution. • Medium Score: Route travels within 1/4 mile of an educational institution. • No Score: Route does not provide connectivity within ¼ mile of an educational institution. 	5	30
	Recreation (Access_Rec)	Proximity to recreation locations, including parks, green spaces, and trails.	<ul style="list-style-type: none"> • High Score: Route travels adjacent to or through a recreational space. • Medium Score: Route travels within 1/4 mile of a recreational space. • No Score: Route does not provide connectivity within ¼ mile of a recreational space. 	5	
	Transit (Access_Transit)	Proximity to transit, including bus stops and transit stations.	<ul style="list-style-type: none"> • High Score: Route travels adjacent to a transit facility. • Medium Score: Route travels within 1/4 mile of a transit facility. • No Score: Route does not provide connectivity within ¼ mile of a transit facility. 	5	
	Economic (Access_Econ)	Proximity to areas with higher employment density or areas identified as an activity center. Density will be evaluated at the block group level; data will be categorized by quintiles, with the top quintile qualifying for the highest score.	<ul style="list-style-type: none"> • High Score: Route travels adjacent to or through an area with high employment density or an area identified as an activity center. • Medium Score: Route travels within 1/4 mile of an area with high employment density or an area identified as an activity center. • No Score: Route does not provide connectivity within ¼ mile of an area with high employment density or an area identified as an activity center. 	5	
	Services (Access_Serv)	Proximity to services, including healthcare centers (e.g., hospitals), civic destinations, and food sources.	<ul style="list-style-type: none"> • High Score: Route travels adjacent to or through an area with services. • Medium Score: Route travels within 1/4 mile of services. • No Score: Route does not provide connectivity within ¼ mile of services. 	5	
	Population Density (Access_PopDen)	Proximity to areas with higher population density relative to the City of Spokane. Density will be evaluated at the block group level; data will be categorized by quintiles, with the top quintile qualifying for the highest score.	<ul style="list-style-type: none"> • High Score: Route travels adjacent to or through an area with high population density. • Medium Score: Route travels adjacent to or through an area with moderate population density. • No Score: Route travels adjacent to or through an area with low population density. 	5	



CATEGORY	CRITERIA (GIS Field Name)	DEFINITION	SCORING NOTES	SCORING	
Equity This category evaluates routes based on the proximity or service to/through areas identified as disadvantaged. Data used in this category will provide consistency with equity measures used in state and federal funding sources.	Transportation (Equity_Transpo)	Does the route provide service to/through areas identified as disadvantaged? Disadvantaged areas are those within the top quintile of results.	<ul style="list-style-type: none"> • High Score: Route directly connects to/through disadvantaged areas. • Medium Score: Route travels within 1/4 mile of disadvantaged areas. • No Score: Route does not provide connectivity within 1/4 mile of disadvantaged areas. 	10	30
	Health (Equity_Health)	Does the route provide service to/through areas identified as disadvantaged? Disadvantaged areas are those within the top quintile of results.	<ul style="list-style-type: none"> • High Score: Route directly connects to/through disadvantaged areas. • Medium Score: Route travels within 1/4 mile of disadvantaged areas. • No Score: Route does not provide connectivity within 1/4 mile of disadvantaged areas. 	10	
	Climate Change (Equity_ClimateCh)	Does the route provide service to/through areas identified as disadvantaged? Disadvantaged areas are those within the top quintile of results.	<ul style="list-style-type: none"> • High Score: Route directly connects to/through disadvantaged areas. • Medium Score: Route travels within 1/4 mile of disadvantaged areas. • No Score: Route does not provide connectivity within 1/4 mile of disadvantaged areas. 	10	
Safety This category evaluates proximity to freight and high frequency transit (HFT). It should be noted that while category is intended to guide route selection toward more comfortable and safer corridors, improvements made through implementation of the bicycle network may mitigate current conditions. This measure should be considered closely with assessments of feasibility.	Freight/High-Frequency Transit Route (Safety_FrghthFT)	Is the route co-located with identified freight routes or high frequency transit routes?	<ul style="list-style-type: none"> • High Score: Route is not co-located with a freight route or high-frequency transit route. • No Score: Route is co-located with a freight route or high-frequency transit route. 	25	25
User Experience This category evaluates measures related to user experience of a route. Elements such as shade (via street trees) and lighting for visibility may have impacts on user comfort and experience. Additional user experience factors are recommended in Step 2.	Lighting (UserExp_Light)	Does the route currently have lighting to facilitate visibility?	<ul style="list-style-type: none"> • High Score: Route currently includes lighting along the length of the corridor. • Medium Score: Route includes some lighting, but the lighting is not consistent for the length of the corridor. • No Score: Route includes limited or no lighting. 	5	10
	Street trees (UserExp_StTrees)	Does the route currently have street trees located along the route?	<ul style="list-style-type: none"> • High Score: Route currently includes street trees along the length of the corridor. • Medium Score: Route includes some street trees, but street trees are not consistent for the length of the corridor. • No Score: Route includes limited or no street trees. 	5	

Table 2: Step 3 Evaluation - Qualitative Data

CATEGORY	CRITERIA	DEFINITION	SCORING NOTES
Feasibility This category evaluates measures related to feasibility of implementation. These measures cover a broad range of questions that may influence feasibility and include topics to guide discussion with other staff, departments, and agencies. As a secondary step in the evaluation process, this category is intended to inform selection among competing routes or provide the basis for review.	Cost	At a high level, is the expected cost of implementing this route feasible? For example, is there sufficient ROW to accommodate the needed improvement; can the facility be accomplished through restriping or other low-cost measures?	<ul style="list-style-type: none"> • High Score: Expected cost of implementing the route is feasible. • Medium Score: Expected cost of implementing the route is significant but potentially feasible. • No Score: Expected cost of implementing the route is not feasible.
	Regional Consistency	Does the project align with other local or regional plans? For example, is the route identified in the regional bike network? Is the project in alignment with upcoming projects?	<ul style="list-style-type: none"> • High Score: Project aligns with other local and regional plans. • No Score: Project does not align with other local and regional plans.
	Maintenance	Ability to maintain facilities to standard, including practices related to snow clearing/storage, regular cleaning, and ongoing maintenance.	<ul style="list-style-type: none"> • High Score: Ability to maintain facilities along route to standard. • No Score: Cannot maintain facilities along route to standard.
Network Connectivity This category assesses the completeness of the network and the ability of routes to connect to other routes. This category includes evaluation of key connections, existing intersection infrastructure, and inclusion of key corridors/signature routes. Elements of this category are scored quantitatively, while other elements require qualitative evaluation. As a secondary step in the evaluation process, this category includes measures that will guide a more manual review of segment selection, including informing selection among multiple higher priority routes.	Key Corridors and Connections	Does the route connect to key routes, either those representing signature corridors (e.g., Centennial Trail) or required connection points, such as river crossings?	Manual review of high priority corridors will help identify if adjustment must be made so that key routes and corridors are included.
	Segment Connectivity	Does the route connect to other high priority routes? Are there opportunities to create a low-stress complete and connected network if route is currently disconnected?	Manual review of high priority corridors will help identify if adjustment must be made to provide for a complete and connected network.
	Key connection points	Does the route use existing crossing infrastructure, such as pedestrian or traffic signals or other enhanced crossings?	Manual review of high priority corridors will help identify if adjustment must be made to provide for a complete and connected network. For example, if two parallel corridors are both high priority, the project team will review the corridors to determine if one has a higher prevalence of existing low-stress crossings.
	Network Density	<i>Note: This measure will be defined through the evaluation process and inform network development principles. For example, when reviewing prioritization results, the project will assess network spacing and identify expected frequency of routes.</i>	<i>Preferred measures will be defined through the prioritization and refinement process.</i>

CATEGORY	CRITERIA	DEFINITION	SCORING NOTES
Safety This category evaluates safety-related measures to inform route selection, including crash history and level of traffic stress. It should be noted that while category is intended to guide route selection toward more comfortable and safer corridors, improvements made through implementation of the bicycle network may mitigate current conditions. This measure should be considered closely with assessments of feasibility.	Crashes (Safety_Crash)	Does the corridor have a history of serious injury and/or fatal crashes involving people on bicycles?	Consider prioritizing corridors without a history of serious crashes. Evaluate feasibility of providing low-stress, separate bicycle facilities if location along a high-crash corridor is preferred.
	LTS (Safety_LowStress)	Is the route low-stress (i.e., LTS 1 or 2)?	Consider prioritizing existing low-stress corridors where feasible. Low-stress corridors may require less intervention or leverage existing investments.
User Experience This category evaluates route grade as related to user experience of a route.	Topography (Safety_Topo)	Does the route provide a relatively flat path of travel for people bicycling?	Prioritize flatter routes. While steep routes may be included in the final network based on necessity, consider the relationship between grade and out-of-direction travel required to travel via a flatter route.

EXHIBIT D

DECLARING THE SPOKANE TRANSPORTATION COMMISSION'S SUPPORT OF
THE PROPOSED BICYCLE PRIORITY NETWORK

WHEREAS, the purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law; and

WHEREAS, the City of Spokane continues to observe increases in fatal and serious collisions involving people walking and biking; and

WHEREAS, the Spokane City Council adopted a Complete Streets Program in 2011 with the purpose of accommodating all users in the construction of all City of Spokane transportation projects; and

WHEREAS, the City of Spokane Comprehensive Plan Map TR5 identifies the future bike network; and

WHEREAS, a team led by Parametrix was tasked with identifying key bicycle routes throughout the city prioritizing access to destinations, equity, safety, user experience, feasibility, and network connectivity; and

WHEREAS, the Bicycle Priority Network will assist in directing implementation efforts and policy development for the planned bikeway network; and

WHEREAS, several opportunities to provide feedback during the development of the Bicycle Priority Network were available through technical advisory committee meetings, Bicycle Advisory Board workshops, and online surveys and information; and

WHEREAS, over 500 unique comments were submitted via an online map-based survey; and


WHEREAS, a subcommittee of the Bicycle Advisory Board was formed to provide feedback on the proposed priority network; and

WHEREAS, the Bicycle Advisory Board has submitted a letter of support to the Transportation Commission, Attachment A; and

WHEREAS, a fully connected network is critical to the usability and comfort for people traveling by bicycle;

NOW, THEREFORE, BE IT ESTABLISHED that the City of Spokane Transportation Commission registers its support for the the Bicycle Priority Network

findings proposed by City staff as a guide for future actions related to the development and implementation of the City of Spokane's all ages and abilities bike network.

 Grant Shipley (Feb 1, 2025 08:38 PST)

Grant Shipley
President, City of Spokane Transportation C...

Attachment A

September 24, 2024

City of Spokane Bicycle Advisory Board

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

City of Spokane Transportation Commission

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

Dear Members of the Transportation Commission,

On behalf of the Spokane Bicycle Advisory Board, I recommend the adoption of a resolution in support of the Bicycle Priority Network (BPN) project for future adoption into the Bicycle Master Plan as part of the 2026 Periodic Update of the City's Comprehensive Plan. This initiative represents a critical step toward enhancing safety, accessibility, and quality of life for all Spokane residents.

The BPN project utilized a community feedback strategy, receiving hundreds data points, to make adjustments to the routing to ensure the BPN strategically links neighborhoods, business districts, schools, and parks. Having a network that identifies priority routes for people bicycling the City can make more informed decisions when implementing bicycle infrastructure. By investing in protected bike lanes, neighborhood greenways, and shared-use paths, the BPN project prioritizes safety for people bicycling while promoting active transportation options. This aligns with Spokane's Vision Zero goal of eliminating traffic fatalities and severe injuries.

Beyond safety, the BPN project offers significant economic, equity, and environmental benefits. Studies show that cities with robust bicycle networks experience increased local economic activity, provides more mobility options for disadvantaged communities, and a reduction in greenhouse gas emissions. The BPN will help Spokane achieve its sustainability and equity goals by encouraging more residents to choose cycling.

The Spokane Bicycle Advisory Board is confident that implementation of the BPN project will transform Spokane into a safer, healthier, and more connected city. We urge the Transportation Commission to forward this recommendation to City Council to adopt the BPN by resolution, recognizing its vital role in Spokane's future.

Thank you for your consideration.

Sincerely,



Grant Shipley
Chair, Spokane Bicycle Advisory Board


BPN Transportation Commission Resolution


Final Audit Report


2025-02-01


Created:	2025-01-30
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAawz7aqxO7KaMW31EaqcgSByPj8MorZtL


"BPN Transportation Commission Resolution" History


 Document created by Angela McCall (amccall@spokanecity.org)
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 Signer gshipley@spokanecity.org entered name at signing as Grant Shipley
2025-02-01 - 4:38:39 PM GMT

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Signature Date: 2025-02-01 - 4:38:41 PM GMT - Time Source: server

 Agreement completed.
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Adobe Acrobat Sign

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/31/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/20/2025

Clerk's File #

ORD C36668

Cross Ref #**Project #****Council Meeting Date:** 04/28/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0520 EMERGENCY MEDICAL TRANSPORT REQUIREMENTS

Agenda Wording

Attached memo recommends the adoption of an ordinance to update the City of Spokane's Emergency Medical Transport requirements to align with State law, Spokane County EMS & Trauma Care Council protocols, and local regulatory licensing requirements.

Summary (Background)

See attached memo for Executive Summary for full background. The Council should adopt an ordinance to update the licensing requirements for Emergency Medical Transport that reflects the correct RCW and WAC references, transport procedures and protocols, and codify patient protections required to be included in all private ambulance contracts with the City of Spokane.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		amcdaniel@spokanecity.org	
kschmitt@spokanecity.org		fireaccounting@spokanecity.org	



Memorandum

Office of the Mayor

DATE:

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Zack Zappone – Chair, Public Safety and Community Health Committee

RE: Emergency Medical Transport Requirements - License Code Update (SMC 10.47)

This memo recommends the adoption of an ordinance to update the City of Spokane's Emergency Medical Transport requirements to align with state law, Spokane County EMS & Trauma Care Council protocols, and local regulatory licensing requirements.

Executive Summary – City of Spokane Emergency Medical Transport

I. Background: The Spokane Fire Department is the primary responder for basic and advanced life support medical emergencies within Spokane. The City of Spokane contracts with private ambulance service companies to provide emergency medical transport within the city of Spokane. Currently, the City contracts with one company. There are approximately 43,000 emergency/non-emergency 911 transports annually.

Ambulance services are regulated statewide by Washington State Department of Health primarily through RCWs 18.73, 70.168, and WAC 246-976. Local oversight is provided by the Spokane County EMS & Trauma Council, Spokane County Medical Program Director, and the Spokane Fire Department.

SMC Chapter 10.47 – Emergency Medical Transport was adopted by the City Council twenty-five years ago to provide oversight of the City's contracted private ambulance transport services. This ordinance sought to codify practices to end deceptive billing, the practice of "jumping calls" by monitoring radio frequencies, and the withholding of critical medical information from Fire Department EM first responders (Lopez, 2025).

II. Issue: SMC Chapter 10.47 – Emergency Medical Transport was drafted and adopted by the

City Council twenty-five years ago. The current code contains references to WACs and RCWs that have changed and refers to the City EMS Board that no longer exists. The current code also contains procedural differences from those adopted by the Spokane Fire Department through the Spokane County EMS & Trauma Council.

III. Policy Recommendations

The Council should adopt an ordinance to update the licensing requirements for Emergency Medical Transport that reflects the correct RCW and WAC references, transport procedures and protocols, and codify patient protections required to be included in all private ambulance contracts with the City of Spokane.

Proposed Ordinance Table of Contents

Section 1. Amends SMC 10.47.010
Section 2. Amends SMC 10.47.030
Section 3. Repeals SMC 10.47.040
Section 4. Amends SMC 10.47.050
Section 5. Repeals SMC 10.47.060
Section 6. New Section SMC 10.47.061
Section 7. New Section SMC 10.47.062
Section 8. Amends SMC 10.47.070
Section 9. Amends SMC 10.47.080
Section 10. Amends SMC 10.47.090
Section 11. Repeals SMC 10.47.120
Section 12. Repeals SMC 10.47.130
Section 13. New Section SMC 10.47.131
Section 14. Repeals SMC 10.47.140
Section 15. Amends SMC 10.47.150
Section 16. Repeals SMC 10.47.190

Section 1. Amends SMC 10.47.010 – Purpose

This section fixes a small formatting error and removes specific references to RCWs that have been recodified elsewhere.

Section 2. Amends SMC 10.47.030 - Definitions

This section adds definitions for the following

- “advanced life support”
- “ambulance company”
- “basic life support”
- “emergency medical service” (EMS)
- “emergency medical technician”
- “first responder”
- “patient”
- “public safety answering point”
- “state-approved program”



Section 3. Repeals SMC 10.47.040 (City of Spokane EMS Board)

This section repeals a reference to the City of Spokane EMS Board which no longer exists.

Section 4. Amends SMC 10.47.050 - Permit

- This section changes the title from “Permit” to “Emergency Medical Transport License Requirements”;
- Changes the term “permit” to “license”;
- Clarifies that a private ambulance operator must have a general business license with Spokane city endorsement as well as a regulatory license;
- Removes a reference to the Spokane County EMS Council during the licensure process;
- Adds that the license applicant must show proof of licensure by the Washington State Department of Health;
- Clarifies the regulatory license is an annual license valid for one year from when the license is approved; and
- Removes the license fee because the state preempts ambulance license fees through RCW 18.73.020.

Section 5. Repeals SMC 10.47.060 (Insurance)

This section repeals SMC 10.47.060 relating to insurance requirements and replaces it with a new Insurance Requirements section – SMC 10.47.061.

Section 6. New Section SMC 10.47.061 - Insurance Requirements – Ambulance Companies

This new section establishes new insurance requirements for ambulance companies operating in the city of Spokane based on recommendations by the City of Spokane’s Risk Manager (Jordan, 2025):

- worker’s compensation insurance;
- minimum of ten million dollars in general comprehensive liability insurance;
- minimum of five million dollars in auto liability insurance; and
- minimum of one million dollars in professional liability insurance per person for any certified individual providing medical care.

Section 7. New Section SMC 10.47.062 –Patient Protections

This section codifies patient protection provisions required to be included in any contracts for ambulance services:

- The City can review all patient billings by the ambulance company to monitor compliance with the established rate of charges;
- The ambulance company may not charge a patient for medical supplies provided by the City to the ambulance company;
- The ambulance company cannot charge for treatment provided by City of Spokane personnel; and
- The ambulance company may not solicit payment on-site or en route.

Section 8. Amends SMC 10.47.070 – Medical Emergencies

- This section corrects the Spokane County EMS Council to the correct name: Spokane County EMS & Trauma Council; and
- Replaces references to the Spokane City/County Fire Service Dispatch (CCC) with “designated public safety answering point”.

Section 9. Amends SMC 10.47.080 – Patient Care and Transfer

This section updates protocol references to the Spokane County EMS & Trauma Council Protocols and clarifies the Order of Authority, Patient Care Procedures, and Selection of Hospital is governed by the Spokane County EMS & Trauma Council Operating Procedures as well as the East Region EMS and Trauma Care Council procedures and the state’s destination procedures for trauma, cardiac, and stroke.

Section 10. Amends SMC 10.47.090 – Communications

- This section includes the term “two-way” to indicate a “two-way communications plan” to comply with WAC 246-976-310;
- This section also changes the title of the section from “Communications” to “Dispatch and Communications Requirements”; and
- Clarifies that all dispatchers must have an Emergency Medical Dispatch certification of an equivalent from a State-approved program. The Public Safety Telecommunicators Certification Board sets public safety telecommunicator training and certification standards.¹

Section 11. Repeals SMC 10.47.120 (Telephone Numbers)

This section repeals out-of-date information regarding the display of telephone numbers on ambulances. The relevant code regarding the display of “911” on ambulances is included in a new Section 10.47.131.

¹ <https://mil.wa.gov/911-certification-board>



Section 12. Repeals SMC 10.47.130 (Appearance)

This section repeals SMC 10.47.130 regarding the appearance of private ambulances and combines it into a new Section SMC 10.47.131.

Section 13. New Section SMC 10.47.131 – Appearance of City-licensed Ambulances

- This section specifically limits telephone number advertisement on City of Spokane-licensed private ambulances to 911;
- Adds the language from SMC 10.47.130 prohibiting a private ambulance from having the same color schemes or uniforms of the Spokane Fire Department; and
- Adds a new subsection to prohibit the use of the City of Spokane or Spokane Fire Department logo without permission of the City Administrator or their designee.

Section 14. Repeals SMC 10.47.140 (Enforcement)

This section repeals the Enforcement section to be combined into the Penalties section, SMC 10.47.150.

Section 15. Amends SMC 10.47.150 – Penalties

- This section changes the section name from “Penalties” to “Penalties and Enforcement”; and
- Outlines that the suspension or revocation of an emergency medical transport license will follow the process and appeal procedures outlined in SMC 08.01.

Section 16. Repeals SMC 10.47.190 (Effective Date)

This section repeals SMC 10.147.190, which established the effective date of the previous ordinance.

References

Jordan, S. (2025, February 25). City of Spokane Risk Manager.
Lopez, M. (2025). *Review of SMC 10.47*. Spokane.

ORDINANCE NO. C36668

An ordinance relating to Emergency Medical Transport in the city of Spokane; amending Sections 10.47.010, 10.47.030, 10.47.050, 10.47.070, 10.47.080, 10.47.090, and 10.47.150; adopting new Sections 10.47.061, 10.47.062, and 10.47.131; and repealing Sections 10.47.040, 10.47.060, 10.47.120, 10.47.130, and 10.47.140 of the Spokane Municipal Code.

WHEREAS, the Spokane Fire Department is the primary responder to basic and advanced life support medical emergencies within the City boundaries; and

WHEREAS, the City initiated paramedic services in 1976 through the Spokane Fire Department and currently has both advanced life support (ALS) and basic life support BLS first-response units; and

WHEREAS, there are approximately 43,000 emergency/non-emergency 911 transports annually; and

WHEREAS, the City of Spokane has contracted for emergency and non-emergency 9-1-1 referral transport services with a private ambulance company since 1993; and

WHEREAS, the municipal code governing the requirements for emergency medical transport has not been reviewed and updated for twenty-five years; and

WHEREAS, the City intends to update requirements, response protocols, and license procedures to reflect changes in state law and the protocols established through the county and regional EMS councils.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.47.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.010 Purpose

- A. The purpose of this chapter is to regulate the emergency medical treatment of injured, ill, or disabled persons and their emergency transport in ground and air ambulances.

~~((1. It does not apply to or regulate non-emergency patient transport.))~~

- B. This chapter is enacted as an exercise of the police power and is to be construed for the protection of the general public health, safety, and welfare. It is intended to supplement and exceed the standards for ambulances and emergency services

set forth in (~~chapter 18.71 RCW and chapter 18.73 RCW~~) state law to the extent possible.

Section 2. That Section 10.47.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.030 Definitions

A. "Ambulance" means a ground or air vehicle designed and used to transport the ill or injured and to provide personnel, facilities, and equipment to treat patients before and during transportation.

B. "Ambulance company" or "ambulance companies" means an organization licensed per the requirements of this chapter and state law that operates one or more ambulances in the city of Spokane.

C. "Advanced life support" means invasive emergency medical services requiring advanced medical treatment skills as defined by chapter 18.71 RCW.

D. "Basic life support" means noninvasive emergency medical services requiring basic medical treatment skills.

E. "Emergency medical service (EMS)" means medical treatment and care which may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

F. "Emergency medical technician" means a person who is authorized by the Washington Secretary of Health to render emergency medical care, under the responsible supervision and direction of an approved medical program director, which may include participating in an emergency services supervisory organization or a community assistance referral and education services program established under RCW 35.21.930, or providing collaborative medical care if the participation or provision of collaborative medical care does not exceed the participant's training and certification.

~~((B))~~ G. "Emergency transport" means an ambulance transport of a person on an emergency basis to an appropriate medical facility for immediate treatment.

H. "First responder" or "emergency medical responder" means a person authorized by the Washington Secretary of Health to render emergency medical care.

~~((G))~~ I. "Non-emergency transport" means planned transport of a person in a medically stable condition on a non-emergency basis.

J. "Patient" means any person injured, sick, or incapacitated, requiring medical treatment and care of emergency medical services.

K. "Public safety answering point" means the public safety location that receives and answers 911 voice and data originating in a given area.

L. "State-approved training program" means a public safety telecommunicator-certified training program approved by the state certification board to meet the requirements of a state-approved public safety telecommunicator training, certification, and recertification standards.

Section 3. That Section 10.47.040 (City of Spokane EMS Board) of the Spokane Municipal Code is repealed.

Section 4. That Section 10.47.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.050 ((Permit)) Emergency Medical Transport License Requirements

~~((A. Permit Required.))~~

A. No person may operate an ambulance within the ((City)) city of Spokane without first obtaining ((a permit)) an annual general business license and an annual emergency medical transport regulatory license from the City ((with the endorsement of the Spokane County EMS council)).

~~((1. An application for a license must be submitted to Spokane County EMS council, contain documentation provided by the provisions of this chapter and be signed by the person and certified as true under penalty of perjury.))~~

~~((B. Requirements.))~~

B. No ((permit is)) license may be issued for emergency medical transport unless the applicant has:

1. fulfilled all the requirements of the laws of the State of Washington applicable to ambulance services, including but not limited to chapter 18.71 RCW, chapter 18.73 RCW and ((chapter 71.168 RCW)) chapter 70.168 RCW and chapter 246-976 WAC ((and chapter 248-17 WAC)), and subsequent amendments or revisions thereto;
2. met all requirements of this chapter; ((and))

3. filed proof of insurance coverage as required by this chapter((-));
4. filed proof of licensure by the Washington State Department of Health; and

~~((C. Validity.))~~

~~((A permit is valid for two years beginning July 1st, if application is made between March 1st and April 30th.))~~

~~((1. Permits issued pursuant to applications made at other times of the year will be issued within three months of the application date and be valid until the second July 1st after the date of issue.))~~

~~((D. Exemptions.))~~

C. A ((permit)) emergency medical transport regulatory license is not required for ambulance(s):

1. entering the ((City)) city of Spokane for the purpose of transporting patients to or through it only; or
2. pressed into service for transportation of patients in major emergencies or disasters; or
3. based and posted inside of the ((City)) city limits for the purpose of providing service to border areas or outside the ((City)) city limits but not operating within the city limits.

~~((E. Fee.))~~

~~((The permit fee is twenty-five dollars.))~~

~~((F. Transfer.))~~

D. ((A permit)) An emergency medical transport license issued under this section may not be assigned or transferred. It shall be invalid upon change of ambulance ownership.

Section 5. That Section 10.47.060 (Insurance) of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 10.47.061 of the Spokane Municipal Code to read as follows:

Section 10.47.061 Insurance Requirements – Ambulance Companies

A. The ambulance company shall obtain and maintain:

1. worker's compensation insurance for the benefit of its employees required to be insured by the laws of the State of Washington;
2. a minimum of ten million dollars in general comprehensive liability insurance;
3. a minimum of five million dollars in auto liability insurance; and
4. The ambulance company shall obtain and must maintain a minimum of one million dollars in professional liability insurance per person for any certified individual providing medical care.

B. The above-referenced liability insurance policies must:

1. provide for thirty days' notice to the City by the insurer in the event any policy, or portion thereof, is canceled, or the coverage under the policy is reduced, or the policy is not renewed; and
2. be primary and not excess or contributing.

C. Certificate(s) evidencing such coverage(s) shall be provided to the City.

Section 7. That there is adopted a new Section 10.47.062 of the Spokane Municipal Code to read as follows:

Section 10.47.062 Patient Protections

- A. The City may review any patient billings of ambulance companies to monitor compliance with the schedule of charges.
- B. The City may replenish, at no charge to the ambulance company, medicines, supplies and equipment used by the licensed ambulance company and the company shall not charge the patient for the replenished items.
- C. The ambulance company shall not charge patients for Advance Life Support (ALS) or Basic Life Support (BLS) treatment provided by City of Spokane personnel.
- D. The ambulance company shall not make on-site, en-route, or upon delivery, solicitations or requests for collection of payment.

Section 8. That Section 10.47.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.070 Medical Emergencies

The provisions of the section are in keeping with the “tiered response” principles and protocols adopted by the ((Spokane County EMS council)) Spokane County EMS & Trauma Council for securing the immediate response by the appropriate emergency medical service (EMS) provider to any medical emergency incident and to assure incident management and control.

A. Primary EMS Responder.

The ~~((Spokane fire department))~~ Spokane Fire Department is designated as and will be the primary EMS responder for the City of Spokane within the city boundaries.

B. Incident Command and Control.

1. The ~~((“primary EMS responder”, as defined in subsection (A) of this section,))~~ Spokane Fire Department as the primary EMS responder is responsible for and will have incident command and control for all EMS incidents in its jurisdiction.
2. Ambulance personnel shall operate within the incident command framework.

C. Notice Medical Emergency to ~~((Fire Service))~~ Dispatch.

When an ambulance company receives a request for an ambulance to respond to any medical emergency from any source other than ~~((Spokane City/County fire service dispatch (CCC) or the Spokane fire department))~~ the designated public safety answering point, the ambulance company shall immediately, coincident with its response, provide ~~((Spokane City/County fire service dispatch (CCC)))~~ the designated public safety answering point with all available information as to the nature and location of the emergency.

D. Ambulance Response.

An ambulance may not respond to a medical emergency incident unless called to respond by ~~((Spokane City/ County fire service dispatch (CCC)))~~ the designated public safety answering point ~~((or direct telephone call as provided for in subsection (C) of this section))~~.

E. Monitoring Frequencies.

No person may monitor emergency service radio frequencies to ascertain emergency medical incident locations for the purpose of responding.

Section 9. That Section 10.47.080 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.080 Patient Care and Transfer

The procedure for patient care at an incident and for the transfer of care of such person(s) ~~((is as follows))~~ shall follow the Spokane County EMS & Trauma Council Protocols:

A. Medical Command at the Scene.

1. Fire Personnel on Scene First.

- a. Upon arrival on the scene of a medical emergency where patient care is being provided by ~~((fire protection district))~~ Spokane Fire Department personnel, the ambulance crew seeks out the officer or paramedic in command of the incident.
- b. Fire personnel remain in charge of the incident in accordance with state law.
- c. Fire personnel remain in charge of patient care until it is specifically relinquished to the ambulance personnel.

2. Ambulance Crew Scene First.

- a. Where the ambulance company has arrived first on the scene of a medical emergency, the officer in charge of the subsequently arriving ~~((Spokane fire department))~~ Spokane Fire Department unit seeks out the ambulance attendant in charge for a report on the condition of the patient, any treatment that may have been provided, and any other necessary information.
- b. Following this transfer of information, the fire officer ~~((may assume command of the incident))~~ will follow the adopted Spokane County EMS Protocols for On Scene Medical Authority and Assistance and utilize fire resources to assist patient care to the extent possible.

3. Order of Authority.

Patient care at an incident is subject to the following ascending order of authority as described by the Spokane County EMS & Trauma Care Council Protocol:

- a. First responder
- b. Emergency medical technician (first arriving, either fire or private).
- c. Paramedic or flight nurse (first arriving, either fire or private).

- d. Physician with acceptance of 'Thank You For Your Offer of Assistance' card.
- e. ~~((ALS (Advanced Life Support)))~~ EMS supervising physician.
- f. ~~((Medical program director))~~ Spokane County Medical Program Director.

B. Patient Care Procedures and Protocols.

1. Patient care procedures and protocols shall comply with the Spokane County pre-hospital patient care procedures and protocols established by the ~~((Spokane County EMS & council, East Region Trauma Council,))~~ Spokane County EMS & Trauma Care Council, East Region EMS & Trauma Care Council, and Spokane County ~~((medical program director))~~ Medical Program Director.
2. Concerns about patient care procedures, including compliance, should be referred to the ~~((Spokane County EMS council))~~ Spokane County EMS & Trauma Care Council.

C. Patient Transfer.

1. Loading of patients into the ambulance is under the direction of ambulance company personnel.
2. The ambulance company assumes responsibility for patient care from fire personnel in accordance with subsection (A)(1) of this section, except that a ~~((advance))~~ advanced life support (ALS) patient care may remain the responsibility of the ~~((advance))~~ advanced life support personnel providing the patient care if such ALS provider accompany the patient during transport.
3. Should the condition of a patient or the number of patients necessitate more than the ambulance company's personnel in the patient compartment to appropriately treat the patient(s), the ambulance company and the fire officer shall mutually determine if the ~~((Spokane fire department))~~ Spokane Fire Department will provide additional personnel to assist with patient care en route to the hospital.

D. Selection of Hospital.

~~((The order of priority in transporting patients to hospitals shall be consistent with patient care procedures as established by the Spokane County EMS council))~~ The order of priority in transporting patients to hospitals shall be consistent with Spokane County EMS & Trauma Council Operating Procedures, East Region EMS and Trauma Care Council

Patient Care Procedures, and Washington state trauma, cardiac, and stroke destination procedures.

Section 10. That Section 10.47.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.090 ((Communications)) Dispatch and Communications Requirements

A. Dispatch Center Requirements.

1. An ambulance company must provide staffed dispatch twenty-four hours per day.
2. Staffing may be accomplished by the ambulance company or by contract with another agency.
3. All dispatchers must be trained and certified in “Emergency Medical Dispatch” or a ~~((Washington state DOH-approved equivalent))~~ or equivalent State-approved training program.
4. Ambulance service dispatch centers must have speed-dial telephone lines to all level 3 or higher designated trauma centers in Spokane County.
5. Direct-connect telephone lines to ~~((fire and law enforcement emergency))~~ dispatch centers are to be provided at no cost to the City.

B. Radio Communications.

1. An ambulance company must have, and provide with its permit application, a two-way radio communications plan meeting all FCC permit and licensing requirements and requirements of WAC 246-976-310.
2. All ambulance company radio frequencies and permission to access them must be provided to the ~~((Spokane fire department))~~ City of Spokane.

C. Recordings.

1. An ambulance company shall record all of its dispatch telephone and radio traffic with a recorder providing a simultaneous date and time track.
2. All recordings shall be retained for a minimum period of ninety days.
3. Recordings shall be made available to the City ~~((of Spokane EMS board))~~ upon request.

Section 11. That Section 10.47.120 (Telephone Numbers) of the Spokane Municipal Code is repealed.

Section 12. That Section 10.47.130 (Appearance) of the Spokane Municipal Code is repealed.

Section 13. That there is adopted a new Section 10.47.131 of the Spokane Municipal Code to read as follows:

Section 10.47.131 Appearance of City-licensed Ambulances

- A. "911" is the public telephone number for all emergencies, including medical emergencies of all types, in the city of Spokane. "911" shall be the only telephone number displayed on an ambulance licensed by the City of Spokane.
- B. ~~((Neither))~~ Private ambulance color schemes ~~((nor))~~ and uniforms may not represent or resemble those of the ~~((Spokane fire department))~~ Spokane Fire Department.
- C. Private ambulances shall not use the logo of City of Spokane or the Spokane Fire Department without approval by the City Administrator or their designee.

Section 14. That Section 10.47.140 (Enforcement) of the Spokane Municipal Code is repealed.

Section 15. That Section 10.47.150 of the Spokane Municipal Code is amended to read as follows:

Section 10.47.150 Penalties and Enforcement

- A. Any person who ~~((violates any provisions of this chapter))~~ operates a private ambulance without an emergency medical transport license is guilty of a misdemeanor. ~~((and upon conviction shall be punished by:))~~ All other violations of this chapter are Class 1 Civil Infractions.
 - ~~((1.imprisonment in the City/County jail for a maximum term fixed by the court of not more than ninety days, or~~

~~2. by a fine in an amount fixed by the court of not more than one thousand dollars, or~~

~~3. both such imprisonment and fine.))~~

B. Each day that a violation is permitted to exist constitutes a separate offense.

C. As an alternative to the enforcement provisions in this section, the City may suspend or revoke the emergency medical transport license issued under this chapter for noncompliance or violation of any requirement of this chapter. The suspension or revocation of the emergency medical transport license shall follow the process and appeal procedures described in SMC 08.01.

Section 16. That Section 10.47.190 (Effective Date_ of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/24/2025

Clerk's File #

ORD C36669

Cross Ref #**Project #****Council Meeting Date:** 05/05/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 6305

Requisition #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – AMENDING ORDINANCE C34130 TO RELEASE A PORTION OF THE

Agenda Wording

New 1st reading of Ordinance amending Ordinance C34130

Summary (Background)

In 2008, City Council passed Ordinance C-34130 vacating Syndicate Blvd between Regal Street and Fiske Street, and retained utility easements within the vacation ordinance. Since that time, an affected property owner has asked to vacate these easements to accommodate an expansion for Hazzard Fab Worx. The existing easement holders have been contacted and are in support of the release.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Neutral	\$ 0.00	#	4700-41400-99999-34583
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		ebrown@spokanecity.org	
mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
edjohnson@spokanecity.org		akiehn@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36669

An ordinance amending Ordinance C34130 that vacated Syndicate Boulevard from Regal Street to Fiske Street;

WHEREAS, a petition for the vacation of Syndicate Boulevard from Regal Street to Fiske Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Syndicate Boulevard from Regal Street to Fiske Street is hereby vacated. Legal N/W ¼ S15 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Qwest, Comcast and the City of Spokane to protect existing and future utilities. The easement for the water main shall be a 30-foot non-buildable easement centered over the water line.

The above-described easements shall not apply to or encumber the portion of vacated Syndicate Boulevard described below

That portion of vacated Syndicate Boulevard adjacent to Lots 1-3 of Block 136 of the Plat of East Side Syndicate Addition as recorded with the Spokane County Auditor under Recording Number 3100669 and located in Book C, on Page 73.

Section 3. No water service taps shall be made on the water main in the vacated area but would need to be from the nearest water main within public right-of-way.

~~Section 4. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~

~~Section 5. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Amending Ordinance C-34130



Right-of-way Description:
Removing easements accross the cross-hatched
parcel 35152.2611 that were established via RW
Vacation Ordinance C-34130

Legend

 Easement Area

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/9/2025

Clerk's File #

ORD C36675

Cross Ref #**Project #****Council Meeting Date:** 05/05/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0520 ORDINANCE RELATING TO THE DESIGN REVIEW BOARD

Agenda Wording

This ordinance would add a 9th member to the Design Review Board "with experience in the building and construction trades".

Summary (Background)

The intent is to maintain the professional nature of this board by adding an experienced worker with professional experience in the building trades such as a carpenter, painter, roofer, sheet metal worker etc. while adding a ninth member to make it an odd-numbered board.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This ordinance amends Sections 04.13.015 and 04.13.025 of the Spokane Municipal Code.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		amcdaniel@spokanecity.org	

ORDINANCE NO. C36675

An ordinance relating to the Design Review Board; amending Sections 04.13.015 and 04.13.025 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.13.015 of the Spokane Municipal Code is amended to read as follows:

Section 04.13.015 Design Review Board

The ~~((design review board))~~ Design Review Board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
- B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's ~~((comprehensive plan))~~ Comprehensive Plan;
- C. advocate for the aesthetic quality of Spokane's public realm;
- D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
- E. provide flexibility in the application of design standards as allowed through design standard departures; and
- F. ensure that public facilities and projects within the City's right-of-way:
 - 1. wisely allocate the City's resources,
 - 2. serve as models of design quality.

Section 2. That Section 04.13.025 of the Spokane Municipal Code is amended to read as follows:

Section 04.13.025 Composition and Qualification

The ~~((design review board))~~ Design Review Board shall consist of ~~((eight))~~ nine (9) members as follows:

- A. One architect.

- B. One landscape architect.
- C. One urban planner or urban designer.
- D. One civil or structural engineer.
- E. One member of the City (~~((arts commission))~~) Arts Commission
- F. One real estate developer.
- G. One citizen-at-large.
- H. One designated liaison from the (~~((community assembly))~~) Community Assembly.
- I. One member experienced in the building and construction trades.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date